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Filed Online

Labor and Workforce Development Agency
Department of Industrial Relations
Private Attorneys General Act (PAGA) - Filing
New PAGA Claim Notice

Via Certified U.S. Mail – Return Receipt Requested

Ms. Tara Alam
C/O Platt Concepts, Inc.
9630 Bruceville Road, Suite 106-294
Elk Grove, California 95757

Re: Notice Pursuant to California Labor Code § 2699.3

To the Labor and Workforce Development Agency and Platt Concepts, Inc.:

This office represents Mrs. Artemiza Garcia (“Mrs. Garcia”), a former, non-exempt, hourly employee of Platt Concepts, Inc. (hereinafter referred to as “Employer”) who have caused and/or committed the wage and hour violations as set forth herein. Pursuant to the California Labor Code Private Attorneys General Act of 2004 (“PAGA”), Labor Code § 2698 *et seq.*, and all amendments, this letter sets forth the specific provisions of the Labor Code and Industrial Welfare Commission (“IWC”) Wage Orders, Nos. 5-2001, 17-2001 and any other applicable wage order, which Mrs. Garcia alleges that Employer has violated, including the facts and theories to support the alleged violations.

Please be advised that this letter constitutes written notice required by Labor Code §§ 2699.3(a)(1) and 2699.3(c)(1) and may lead to immediate action against Employer in a court of law and/or administrative proceedings, as well as the imposition of substantial penalties and other remedies against Employees.

This notice shall be construed as extending without limitation to any past, present, future, or continuing violation of the Labor Code, applicable IWC wage orders, or regulations thereunder which might be discovered as a result of a reasonable and diligent investigation made pursuant to this notice.

This notice is hereby given to and made against Employer, and any and all related, parent, and/or alter ego companies, corporations, partnerships, subsidiaries, and/or business entities, any and all officers, owners, directors, managers, managing agents, or entities who are or may be liable under law for any of the violations alleged herein.

PRELIMINARY STATEMENT

My office is investigating a potential representative action on behalf of all current and former non-exempt employees of Employer (“aggrieved employees”) in the State of California regarding Employer’s unlawful policies and practices. Among other things, Mrs. Garcia, and the other aggrieved employees allege that Employer is liable for the following: failure to provide meal and rest periods to non-exempt employees, in violation of Labor Code §§ 226.7, 510, 512, 1194, 1197 and §§ 11-12 of Wage Order, No. 5-2001 and any other applicable wage order; failure to pay one additional hour of compensation to non-exempt employees at their regular rate of pay for each workday that a meal or rest period is not provided, in violation of Labor Code § 226.7 and §§ 11(B) and 12(B) of the applicable wage orders; failure to pay non-exempt employees overtime wages, and failure to properly calculate and pay overtime wages, in violation of Labor Code §§ 510, 1194, 1198, and § 3 of Wage Order, No. 5-2001 and any other applicable wage order; failure to pay minimum wages/straight time wages, including interest, in violation of California Labor Code §§ 510, 1194 and IWC Wage Order No. 5-2001, § 4; willful collecting, taking, or receiving gratuity by employer, in violation of Labor Code § 351; failure to timely pay all wages due, in violation of Labor Code Labor Code §§ 200, 204 and 210; willful failure to pay discharged or quitting non-exempt employees all wages due, in violation of Labor Code §§ 201, 202, 203; failure to provide accurate itemized wage statements to non-exempt employees in violation of Labor Code §§ 226, 1174, and 1174.5; failure to maintain required records of non-exempt employees, in violation of Labor Code §§ 1174, 1174.5, and § 7 of Wage Orders, No. 5-2001 and any other applicable wage order; failure to provide suitable seating, in violation of IWC Wage Order No. 5-2001, § 14(A) and (B); failure to implement a workplace violence prevention policy in violation of California Labor Code §§6401.7 and 6401.9, and the failure to comply and implement a Heat & Temperature Illness Program, in violation of Labor Code §§6721, Sections 3395 and 3396 of Title 8 of the California Code of Regulations, otherwise known as the Maria Isabel Vasquez Jimenez heat illness standard.

This letter also serves as notice of Mrs. Garcia's demand for preservation and non-spoilation of evidence, requesting that all relevant documents and data be saved and that all electronic files and hard-copy documents that are related to Mrs. Garcia's employment and potential claims must be preserved, even without a court order. Spoliation of evidence may result in legal claims for damages and monetary and evidentiary sanctions, including "adverse inference" jury instructions. Furthermore, intentional spoliation of evidence may carry criminal consequences pursuant to California Penal Code § 135.

FACTS AND THEORIES

Mrs. Garcia was employed by Employer as a dishwasher a non-exempt position paid at an hourly rate of \$19.00. Mrs. Garcia worked at Employer's restaurant known as South Fork Grille located at 4364 Town Center Boulevard, El Dorado, California 95762. Mrs. Garcia began his employment with Employer starting on or about October of 2024 until his separation on or about April 9, 2025. Mrs. Garcia's duties and responsibilities included but were not limited to washing dishes, stacking plates, and other duties as instructed by Employer.

Mrs. Garcia is informed that Employer applied the same illegal wage and hour policies to Mrs. Garcia and the other aggrieved employees, exercised control over their wages, hours, and enforced and implemented the working conditions and suffered and permitted them to work. Aggrieved employees other than Mrs. Garcia include, but are not limited to, all non-exempt employees, who similarly experienced the wage and hour violations at Employer's restaurant where Mrs. Garcia worked and other locations throughout the State of California. Mrs. Garcia on behalf of herself and other aggrieved employees of Employer in the State of California during the one (1) year preceding the date of this notice letter, alleges the following facts and theories:

I. Meal Period Violations

Pursuant to California Labor Code § 226.7, 512 and § 11 of IWC Wage Order No. 5-2001 and any other applicable wage order, no employer shall employ any non-exempt employee for a work period of more than five (5) hours without a meal period of not less than thirty (30) minutes. Employees who work more than ten (10) hours in a day are entitled to a second 30-minute meal break. California employer is required to pay one (1) hour of compensation for each missed or non-compliant meal period to their non-exempt employees.

Here, Employer regularly did not allow non-exempt employees, including Mrs. Garcia and the other aggrieved employees, the opportunity to take a full thirty-minute meal period, and meal periods were regularly short (less than thirty minutes), late (taken after 5 hours), and interrupted (work was performed during the meal period). More specifically, Employer failed to implement adequate policies or procedures to provide meal periods to their non-exempt employees. Among other things, Employer systematically understaffs its restaurant such that Mrs. Garcia and the

other aggrieved employees could not take their meal periods, or aggrieved employees are forced to work during the meal periods. This practice caused Mrs. Garcia and the other aggrieved employees to miss or otherwise take non-compliant meal periods.

Next, Employer consistently denied Mrs. Garcia and other aggrieved employees compliant meal periods by requiring them to complete so much work within their shifts that they would be forced to skip their meal periods, to take them after working longer than five (5) hours, to perform work during their meal periods, or return to work after taking less than a thirty (30) minute meal period. Further, Mrs. Garcia and other aggrieved employees could not leave their workstations and/or no one was available to cover for them which resulted in taking non-compliant meal periods.

Employer further violated California Labor Code § 226.7 and IWC Wage Order No. 5-2001 and any other applicable wage by willfully failing to compensate Mrs. Garcia and other aggrieved employees who were not provided with a meal period in compliance with California law with one (1) additional hour of compensation at their regular rates of pay for each workday that a compliant meal period was not provided. Employer further violated California Labor Code § 226.7, 510, 1194, 1197, and IWC Wage Order No. 5-2001 and any other applicable wage order by failing to compensate Mrs. Garcia and other aggrieved employees for all hours worked during their meal periods.

II. Rest Period Violations

Employer failed to authorize and permit Mrs. Garcia and other aggrieved employees to take rest periods as required under California Labor Code §§ 226.7 and 512, and § 12 of IWC Wage Order No. 5-2001 and any other applicable wage order. California employers are required to provide a ten (10) minute rest period for every four hours worked, “or major fraction” thereof. Further, California employers are required to pay one (1) hour of compensation for each day in which a legally compliant rest period is not provided.

As with meal periods, Employer’s policies and practices caused Mrs. Garcia and other aggrieved employees to miss or otherwise take non-compliant rest periods by, among other things, giving them unreasonable amounts of work that had to be completed within their shift such that rest periods simply could not be taken. Further, as set forth above, Employer implemented skeletal staffing policies which resulted in the inability of Mrs. Garcia and other aggrieved employees to take compliant rest periods. Further, it was not unusual for Mrs. Garcia and the other aggrieved employees would not receive full ten (10) minute rest periods when the restaurant was busy servicing customers and there was insufficient staff to provide rest periods, or when Mrs. Garcia and the other aggrieved employees attempted to take their rest periods, their rest periods were cut short. During the occasions when these situations occurred, Employer failed to provide additional time for Mrs. Garcia and the other aggrieved employees to finish their rest periods

and/or provide premium payments for non-compliant rest periods.

In addition, Mrs. Garcia and other aggrieved employees always needed to get permission from their supervisor in order to take their rest periods because they were either too busy due to insufficient staffing. When Mrs. Garcia and the other aggrieved employees did get a chance to take rest periods, these rest periods were regularly interrupted because Mrs. Garcia and other aggrieved employees were required to perform work during their rest periods. Or, no one was available to relieve Mrs. Garcia and the other aggrieved employees in order to take their rest periods.

Employer further violated California Labor Code § 226.7 and § 12 of IWC Wage Order No. 5-2001 and any other applicable wage order, by failing to pay Mrs. Garcia and other aggrieved employees one (1) additional hour of compensation at their regular rates of pay for each workday that a legally-compliant rest period was not provided.

III. Failure to Pay Overtime Wages

Employer failed to pay overtime to Mrs. Garcia and the other aggrieved employees as they are entitled to under the protections of the California Labor Code. Specifically, California Labor Code §§ 510, 1194 and § 3 of IWC Wage Order No. 5-2001 and any other applicable wage order, which requires Employer to compensate Mrs. Garcia and other aggrieved employees for all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive work day, with double time for all hours worked in excess of eight (8) hours on the seventh day of any workweek, or after twelve (12) hours in any workday.

Employer knowingly and intentionally failed to compensate Mrs. Garcia and other aggrieved employees for all overtime hours worked by, among other things, failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay, by among other things, failing to properly calculate the regular rate of pay for the purposes of calculating overtime pay owed and due based upon non-discretionary commission payments; requiring, permitting or suffering Mrs. Garcia and other aggrieved employees to work off the clock; shaving hours worked which should have been paid at the overtime wage of pay; and failing to include this time in all hours worked; and other methods to be discovered.

Employer has refused to perform its obligations to compensate Mrs. Garcia and other aggrieved employees for all overtime wages earned in violation of California Labor Code §§ 510, 1194, 1198, and § 3 of IWC Wage Orders, No. 5-2001 and any other applicable wage order.

IV. Failure to Pay Minimum and Straight Time Wages

Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Order No. 5-2001, § 4, payment to a non-exempt employee of less than the applicable minimum/straight time wages for all hours worked in a payroll period is unlawful.

Employer willfully, knowingly and intentionally failed to pay Mrs. Garcia and other aggrieved employees minimum wages for all hours worked by, among other things: requiring, permitting or suffering Mrs. Garcia and other aggrieved employees to work off the clock; requiring, permitting or suffering Mrs. Garcia and other aggrieved employees to work through meal and rest periods but not compensating them for this time, and failing to include this time in all hours worked; illegally and inaccurately recording time that Mrs. Garcia and other aggrieved employees worked; failing to pay for training time; rounding and/or manipulating timecards; rounding time worked despite the fact of keeping accurate records for all time worked; failing to pay for pre-work and post-work (including donning and doffing uniforms and safety equipment); and other methods to be discovered.

V. Collecting, Taking, or Receiving Gratuity by Employer

Pursuant to California Labor Code §351, gratuity is the sole property of employee or employees to whom it was paid, given, or left. It is unlawful for employers to collect, take, or receive gratuities left for employees. California law provides that gratuities left for an employee for services performed belong to the employee and not the employer. In particular, Labor Code §351 provides, “No Employer or agent shall collect, take or receive any gratuity or a part thereof that is paid, given to, or left for an employee by a patron”. Here, Mrs. Garcia is informed and believes that Employer collected all tips and gratuities left to Mrs. Garcia and the other aggrieved employees by Employer’s customers and failed to distribute to them at the end of each pay period.

Employer intentionally and knowingly collected, took, and received gratuities belonging to Ms. Chavez and the other aggrieved employees. In particular, Employer would pool employees’ gratuity and disperse the gratuity to the employees as the Employer saw fit without accounting to Mrs. Garcia and the other aggrieved employees. This practice left Mrs. Garcia and the other aggrieved employees without receiving their gratuities provided for by customers of Employer. Finally, Employer attempted to conceal its unlawful practices by failing to account for and identify the amount of tips received on the wage statements issued to Mrs. Garcia and the other aggrieved employees.

VI. Failure to Timely Pay All Wages Earned

Employer has violated California Labor Code §§200, 204 and 210. California Labor Code §200

provides an employer must compensate an employee for wages earned based upon the employee's labor. Further, California Labor Code § 204 provides that labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. Next, California Labor Code § 210 provides that an employer is liable for penalties in the amount of one hundred dollars (\$100) for each failure to pay each employee, and for each subsequent violations, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee in addition to twenty-five (25) percent of the amount unlawfully withheld.

Mrs. Garcia alleges that Employer failed to pay him and the other aggrieved employees all wages due on their regularly scheduled payday for all labor performed during the preceding pay period by, among other things, failing to pay Mrs. Garcia and other aggrieved employees for work they performed off the clock, requiring them to work through their meal and rest periods without proper compensation, and other methods to be discovered.

Employer knew it as required to pay Mrs. Garcia and other aggrieved employees these wages owed and due no later than the payday for the next regular payroll period following the payroll period in which the wages were earned, yet Employer willfully failed to do so and are subject to penalties.

VII. Failure to Pay All Wages Due Upon Discharge or Termination

Pursuant to California Labor Code § 201, 202, and 203, California employers are required to pay all earned and unpaid wages to a non-employee who is discharged. California Labor Code § 201 mandates that if an employer discharges a non-exempt employee, that employee's wages accrued and unpaid at the time of discharge are due and payable immediately. Pursuant to California Labor Code § 202, an employer is required to pay all accrued wages due to a non-exempt employee no later than 72 hours after the employee quits his or her employment, unless the employee provides 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

California Labor Code § 203 provides that if an employer willfully fails to pay, in accordance with California Labor Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the employer is liable for waiting time penalties in the form of continued compensation to the non-exempt employee at the same rate for up to thirty (30) workdays.

Because Employer, among other things, requires Mrs. Garcia and other aggrieved employees to work off the clock without compensation, fail to pay them overtime and minimum wages, Employer has willfully failed and continues to fail to pay wages due to Mrs. Garcia and other

aggrieved employees in accordance with California Labor Code §§ 201 and 202.

VIII. Failure to Maintain Required Records

Employer has failed to maintain records as required under California Labor Code §§ 226, 1174, and § 7 of IWC Wage Order No. 5-2001 and any other applicable wage order, including but not limited to, the following records: total daily hours worked by each employee; applicable rates of pay; all deductions; meal periods; overtime hours worked; and accurate itemized statements that reflect all compensation and remuneration owed and due to them.

Employer has knowledge it is not providing its non-exempt employees with proper meal and rest periods, and that it fails to maintain records relating to sick pay accrued. Additionally, Employer failed to pay Mrs. Garcia and the other aggrieved employees their overtime compensation and failed to accurately compensate them for this time. Employer has also failed to pay Mrs. Garcia and other aggrieved employees minimum wages, as described herein.

IX. Failure to Furnish Accurate Itemized Wage Statements

Employer failed to provide Mrs. Garcia and other aggrieved employees with timely, accurate, and itemized wage statements in writing showing each employee's gross wages earned, total hours worked, all deductions made, net wages earned, the complete correct names of the legal entity or entities employing Mrs. Garcia and other aggrieved employees, the inclusive dates of the period for which the employee is paid, and all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate, in violation of California Labor Code § 226 and § 7 of IWC Wage Order, No. 5-2001 and any other applicable wage orders.

Employer intentionally and knowingly violate Labor Code § 226. Employer's wage statements violate Labor Code § 226 on their face by, among other things, failing to state the hours worked by Mrs. Garcia and other aggrieved employees, and their applicable rates of pay for overtime hours worked, actual overtime hours worked and the correct legal name and address of Employer. For example, Employer failed to provide Mrs. Garcia and other aggrieved employees with proper meal and rest periods but intentionally failed to include in their wage statements one (1) additional hour of compensation at their regular rates of pay for each non-compliant meal or rest period. Employer's wage statements also fail to list the amounts of tips received by Employer which should have been payable to Mrs. Garcia and the other aggrieved employees. Employer also failed to compensate Mrs. Garcia and the other aggrieved employees all overtime wages by failing to pay the regular rate of pay based upon nondiscretionary bonus/commission payments. In addition, Employer required Mrs. Garcia and other aggrieved employees to work off the clock without compensation, which is not listed on the wage statements. Employer has also failed to pay Mrs. Garcia and other aggrieved employees overtime, minimum and straight-

time wages, as described herein, rendering its wage statements incomplete and inaccurate.

X. Failure to Indemnify Employees for Necessary Employment Expenditures

California Labor Code § 2802(a) requires an employer to indemnify non-exempt employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of her his or her duties, or of his or her obedience to the directions of the employer. Employer failed to indemnify Mrs. Garcia and the other aggrieved employees for all business expenses and/or losses incurred in direct consequence of the discharge of their duties while working under the direction of Employer, including but not limited to, failure to reimburse for cellular phone usage and expenses incurred relating to the washing and laundering uniforms and other items which were not reimbursed, in violation of California Labor Code §2802.

XI. Failure to Provide Suitable Seating

IWC Wage Order No. 5-2001, § 14 provides:

“(A) All working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.”

“(B) When employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.”

Employer failed to provide suitable seating by not providing any seats or stools at the areas provided by Employer to Mrs. Garcia and other aggrieved employees. The nature of the work reasonably permits the use of seats to Mrs. Garcia and the other aggrieved employees with regard to the performance of their duties and responsibilities. To the extent that the use of seats could interfere with their work duties, at all times herein it is and has been reasonable for Employer to place seats in reasonable proximity to work areas to be used by Mrs. Garcia and other aggrieved employees when doing so would not interfere with their job duties and responsibilities.

XII. Failure to Implement a Workplace Violence Prevention Policy

California Labor Code §§6401.7 and 6401.9 required Employer to develop and implement a workplace violence prevention plan in accordance with newly codified Labor Code section 6401.9, which sets out the requirements for the plan. Starting July 1, 2024, Employer was required to establish, implement, and maintain a Workplace Violence Prevention Plan that includes: 1) implementation of a Workplace Violence Prevention Plan; 2) maintaining a violence

incidence log; 3) training program to discuss and prevent workplace violence; and 4) maintain records relating to workplace violence which includes, records of workplace violence hazard identifications, evaluations, and correction must be created and maintained for a minimum of five years; training records must be created and maintained; incident logs; and records of workplace violence incident investigations under must be maintained.

Here, Mrs. Garcia witnessed customers, co-workers and vagrants engage in unbecoming and potentially violent behavior during her employment with Employer. Other than being aware to call 911, Mrs. Garcia was not aware as to the existence of a violence prevention program implemented by Employer in order to address possibly violent encounters or other situations of Employer. Employer intentionally, knowingly and willfully failed to implement a Workplace Violence Prevention Policy starting on or about July 1, 2024. Mrs. Garcia and the other aggrieved employees were employed by Employer as of July 1, 2024, and thereafter. Mrs. Garcia is not aware and was not presented with a workplace violence prevention policy during her employment with Employer through her last date of employment. Mrs. Garcia on behalf of himself and the other aggrieved employees, are entitled to recover penalties up to \$25,000 for serious violations, and up to \$158,727 for “willful” violations. See, Labor Code §§6401.7, 6401.9, 6428, and 6429.

XIII. Failure to Implement an Indoor Heat Prevention Policy

Employer failed to maintain adequate temperatures which created excessive heat or humidity exposing Mrs. Garcia and the other aggrieved employees to temperature related hazards. As of the end of Mrs. Garcia’s employment with Employer, he was never provided with an Indoor Heat Prevention Policy applicable to Employer. Employer intentionally and knowingly failed to maintain comfortable working environment for Mrs. Garcia and the other aggrieved employees.

On June 20, 2024, the Occupational Safety and Health Standards Board approved California Code of Regulations, Title 8, section 3396, “Heat Illness Prevention in Indoor Places of Employment”. This standard applies to most workplaces where the indoor temperature reaches 82°F. It established required safety measures for indoor workplaces to prevent worker exposure to risk of heat illness. This standard went into effect on July 23, 2024. Employer has failed to comply with the mandates of the new OSHA regulations and California law. The applicable provisions of the IWC Wage Orders require temperature to be maintained at comfortable levels. Section 15 of the applicable Wage Orders States the following:

“15. Temperature

(A) The temperature maintained in each work area shall provide reasonable comfort consistent with industry-wide standards for the nature of the process and the work performed.

(B) If excessive heat or humidity is created by the work process, the employer shall take all feasible means to reduce such excessive heat or humidity to a degree providing reasonable comfort.”

Pursuant to California Labor Code §6721, Employer was mandated to implement indoor heat prevention standards as set forth in the recently amended Sections 3395 and 3396 of Title 8 of the California Code of Regulations, otherwise known as the Maria Isabel Vasquez Jimenez heat illness standard. Employer failed to implement Indoor Heat Prevention policy during Mrs. Garcia’s employment at each of its locations throughout the State of California. Section 3396 required Employer to establish, implement, and maintain an effective Heat Illness Prevention Plan for indoor places of employment. The plan must be in writing and include procedures for water provision, access to cool-down areas, temperature measurement, emergency response, and acclimatization. Employer failed to establish, implement and maintain an effective Heat Illness Prevention Plan for both indoor and outdoor places of employment for Mrs. Garcia and the other aggrieved employees.

Employer intentional failure to comply with California Labor Code §6721 and the recently amended Section 3395 of Title 8 of the California Code of Regulations will result in the imposition of substantial civil penalties. In particular, California Labor Code §6428 provides that any employer which violates any occupational safety or health standard shall be assessed a civil penalty of up to \$25,000 for each serious violation. An employer that operates without an injury prevention program can be assessed heightened penalties of up to \$124,708. See, California Labor Code §6429.

Here, during Mrs. Garcia’s employment through his separation, there were occasions when Mrs. Garcia and the other aggrieved worked when the temperature inside the kitchen portion of Employer’s restaurant exceeded 82 degrees Fahrenheit and they were unaware of their rights to safety measures to cooldown and avoid working in excessive heat. Further, Mrs. Garcia is unaware as to the existence of a heat present policy during her employment with Employer. As a result, Mrs. Garcia is requesting the imposition of the maximum penalties be imposed against Employer for ignoring and disregarding their obligations to maintain a safe and healthy working environment in of California Labor Code §6721 and the recently amended Section 3395 of Title 8 of the California Code of Regulations

This notice shall further represent Mrs. Garcia’s reasonable attempt to settle his dispute with Employer prior to litigation. Pursuant to Graham v. DaimlerChrysler Corp., 34 Cal. 4th 553 (2004), this notice serves to apprise Employer of Mrs. Garcia’s aforementioned grievances and the proposed remedies as detailed below, while affording Employer a reasonable opportunity to meet Mrs. Garcia’s demands.

DEMAND

Demand is hereby made that Employer shall agree, in writing received by this office no later than thirty-three (33) calendar days from the postmark date of this notice, to pay Mrs. Garcia and all other aggrieved employees employed by Employer at any time during the past twelve (12) months, back pay and compensation for the above-referenced violations. Additionally, the following demands are hereby made:

1. Employer shall agree to conduct a survey or interview of all current and former hourly aggrieved employees in California during the past twelve (12) months to obtain information from them about the number of rest periods and meal periods each employee missed during their work shifts including, but not limited to second meal periods, and about discharging their duties, with the investigation to be completed within thirty (30) days.
2. Employer shall agree to pay each aggrieved employee one (1) hour of pay for every shift in which he or she missed or otherwise did not take a compliant meal or rest period, as required by Labor Code § 226.7.
3. Employer shall agree to pay each aggrieved employee all unpaid overtime hours, as required pursuant to §§ 510, 1194, 1198, and pursuant to all applicable wage orders.
4. Employer shall pay all minimum and straight time wages due to the aggrieved employees, as required pursuant to Labor Code §§ 1194, 1197, and IWC Wage Order No. 5-2001, § 4;
5. Employer shall agree to reimburse those aggrieved employees who were forced to pay for any business expenses incurred for the benefit of Employer;
6. Employer shall account for and pay all tips pursuant to Labor Code § 351; for all tips received within one (1) year from the date of this LWDA Notice;
7. Employer shall agree to pay a thirty (30) day waiting time penalty, equal to thirty (30) days of pay, to each formerly employed aggrieved employee who reports any unpaid wages as described herein;
8. Employer shall conduct an audit and agree to pay all aggrieved employees all penalties for violating Labor Code §203.1, for a period of one (1) year from the date of this LWDA Notice;

9. Employer shall agree to pay accrued interest to all aggrieved employees at the rate of ten percent (10%) per annum for said unpaid pages;
10. Employer shall provide suitable seating pursuant to IWC Wage Order No. 5-2001, § 14;
11. Employer shall immediately implement a Workplace Violence Prevention Policy, pursuant to California Labor Code §§ 6401.7 and 6401.9, within thirty (30) days of this Notice;
12. Employer shall immediately implement an indoor heat prevention policy consistent with California Labor Code §6721 and the recently amended Section 3395 of Title 8 of the California Code of Regulations, and conduct an audit of the indoor temperatures of its warehouses since July 1, 2024; and
13. Employer shall agree to pay all penalties and civil penalties due arising from the violations of the California Labor Code and IWC wage order sections referenced above and pursuant to PAGA, California Labor Code § 2698 *et seq.*

Employer shall further agree to pay all statutory and civil penalties arising from the violations of the Labor Code and IWC wage order sections referenced herein, including but not limited to Labor Code §§ 2698 *et seq.* (PAGA), 204, 210, 218.5, 225.5, 226.3, 558, 1174.5, 1197.1, 1199, 2802, 2699, Wage Order No. 5-2001, § 20, and all other applicable IWC Wage Orders. Employer shall further agree to create and implement policies and practices that ensure compliance with the California laws referenced herein.

Mrs. Garcia will also seek injunctive relief pursuant to Labor Code §2699(e)(1) and (k)(1) and all related sections for each Labor Code Section Employer failed and continues to fail to comply with and cure as set forth in this LWDA PAGA Notice. In the event that the Court finds that Mrs. Garcia executed a valid arbitration agreement, Mrs. Garcia will request that the Court not stay the non-individual PAGA claims pending arbitration of the individual PAGA claims and seek injunctive relief based upon Employer's failure to comply with the California Labor Code. Mrs. Garcia will seek orders from the Court requesting that Employer to comply with the California Labor Code.

California Labor & Workforce Development Agency
Platt Concepts, Inc.
June 25, 2025
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If the Labor and Workforce Development Agency intends to investigate the allegations set forth herein, please provide notice via certified mail to:

THE WHEELER LAW FIRM, APC
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Thank you for your prompt attention to this matter.

Very Truly Yours,



Scott Ernest Wheeler

SEW/yc