



H A U L K & H E R R E R A L L P

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July 14, 2025

VIA ONLINE SUBMISSION

Labor & Workforce Development Agency
Attn: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, California 94102

Re: **Private Attorney General Act Notice**

Dear PAGA Administrator:

This firm represents Hannah Guerra (“**Plaintiff**”) with respect to Plaintiff’s claims against Hudson Pacific Properties, Inc. (“**Defendant**”).

The purpose of this letter is to comply with Labor Code section 2699.3, which requires an aggrieved employee to notify their employer and the Labor & Workforce Development Agency (“**LWDA**”) of the provisions of the Labor Code that the employer has allegedly violated before filing a civil claim under California’s Labor Code Private Attorneys General Act (“**PAGA**”).

As used herein, the term “**Aggrieved Employees**” refers to Plaintiff and to all current and former employees of Defendant who have worked for Defendant in the State of California. Plaintiff has suffered each of the Labor Code and Wage Order violations asserted herein.

SUMMARY OF FACTS

Plaintiff Hannah Guerra was employed by Defendant Hudson Pacific Properties, Inc. as an Office Manager from approximately January 3, 2022, until her termination on or about July 2, 2025. She was paid an annual salary and classified as an “exempt” employee.

Throughout her employment, Plaintiff performed administrative support duties that were routine, task-oriented, and closely supervised. She initially reported to the Director of Office Services, Travel & Entertainment, and later to the Vice President of Operations for Southern California. Her responsibilities included coordinating food and supply orders through vendors such as Costco and Amazon, checking and restocking inventory, and communicating



with building engineers when office equipment or facilities required repair. She coordinated daily lunch service for approximately 130 employees and worked with vendors to address issues such as missing or incorrect orders.

Plaintiff also reviewed vendor invoices in the Yardi system, confirming the accuracy of entries made by other staff, but she did not have final approval authority—her supervisor was required to review and approve each invoice. When internal communications needed to be sent to the corporate office, Plaintiff simply formatted and transmitted memos drafted by her manager. She had no discretion to act independently on operational matters. For example, she was required to obtain supervisor approval before repairing or replacing equipment, such as a broken coffee machine, or requesting an increased budget for internal events like “Summer Fridays.” In connection with internal desk reshuffles, Plaintiff followed a plan outlined by her supervisor and merely coordinated with vendors to implement it.

Plaintiff also did not have disciplinary authority. When a team member made a mistake, she could not issue a warning or take corrective action without first consulting both her supervisor and Human Resources. These responsibilities were ministerial, clerical, and subject to regular oversight. Plaintiff did not supervise employees, make independent decisions on matters of significance, or exercise discretion or independent judgment in the performance of her duties.

Plaintiff typically worked 45 to 50 hours per week. She was not required to clock in or out and was expected to remain accessible after hours. She frequently worked through her lunch breaks, often eating at her desk while responding to work-related matters. Despite this, Plaintiff was not paid overtime for hours worked in excess of eight per day or forty per week, and she was not provided with duty-free meal or rest breaks as required by California law.

Defendant also failed to reimburse Plaintiff for the work-related use of her home internet connection, despite requiring her to perform certain tasks remotely during evenings and weekends.

SUMMARY OF CLAIMS

Plaintiff alleges that Defendant engaged in a pattern of knowingly violating numerous Labor Code sections. In particular, Defendant has violated California’s wage and hour laws by:

a) **Unpaid Wages:** Failing to pay Aggrieved Employees for all hours worked (including overtime), in violation of the applicable Wage Order and Labor Code sections 204, 510, 1194 et seq.



b) **Meal/Rest Breaks (Failure to Provide)**: Failing to permit Aggrieved Employees to take timely rest/meal breaks in violation of Labor Code section 226.7, 512, and the applicable Wage Order.

c) **Meal/Rest Breaks (Failure to Pay Premium Pay)**: Failing to pay premium pay to Aggrieved Employees for missed or untimely rest/meal breaks, in violation of Labor Code sections 226.7 and 512.

d) **Failure to Pay Wages (Intervals)**: Failing to pay all earned wages (including overtime compensation, and premium pay for missed meal and rest breaks), to Aggrieved Employees at least twice a month in violation of Labor Code section 204.

e) **Wage Statement Violations**: Failing to maintain and furnish to Aggrieved Employees accurate, itemized statements of hours worked, gross and net wages earned all applicable hourly rates in effect during the pay period and the number of hours worked at each hourly rate, and deductions in violation of the applicable Wage Order and Labor Code sections 226 and 226.3.

f) **Waiting Time Penalties**: Failing to pay all earned wages (including overtime compensation, and premium pay for missed meal breaks) at the time of termination or within 72 hours of resignation to Aggrieved Employees in violation of Labor Code sections 201, 202, 203, 206, and 227.3.

g) **Failure to Reimburse**: Failing to reimburse Aggrieved Employees for business expenses in violation of Labor Code section 2802.

h) **Violation of IWC Wage Order**: As set forth above, Plaintiff's violations of the Labor Code are also violations of the applicable IWC Wage Order, including those Paragraphs identified as "Hours and Days of Work," "Minimum Wages," "Reporting Time Pay," "Records," "Meal Periods," and "Rest Periods."

Plaintiff has suffered the violations alleged herein. This notice is based on the facts currently known to Plaintiff and is made without prejudice to Plaintiff's right to seek all available remedies for any and all additional violations that may subsequently be discovered or identified.



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Please advise this office within 65 days of the post-mark date of this notice whether the Labor & Workforce Development Agency intends to investigate the above-noted Labor Code and Wage Order violations. Thank you for your attention to this matter.

Very truly yours,

Jose M. Herrera

cc: Hudson Pacific Properties, Inc. - *via Certified Mail/Return Receipt Requested*