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July 7, 2025

VIA ONLINE WEBSITE SUBMISSION

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State of California
Labor & Workforce Development Agency
Department of Industrial Relations
Attn: PAGA Administrator

Re: *MINAJ V. COWAY USA, INC.*

NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO LABOR CODE § 2699.3

To: PAGA Administrator, California Labor and Workforce Development Agency

From: HAZEL MINAJ, who was subjected to the wage and hour practices set forth below

HAZEL MINAJ submits this Notice, pursuant to and in compliance with the requirements of California Labor Code §2699.3(a), and alleges as follows:

During the applicable or relevant time period, COWAY USA, INC. (the “Employer”) employed HAZEL MINAJ (the “Employee”) as a non-exempt employee and certain other aggrieved employees as non-exempt, piece-rate employees. During this time period, the Employer utilized consistent policies and procedures regarding the Employee and others aggrieved employees, as follows:

Failure to Pay Minimum Wage

The Employers have failed to maintain a policy that compensates the Employee and other similarly aggrieved employees an amount equal to or greater than the minimum wage for all hours worked, as required by Labor Code §§1194, 1197, 1997.1 and the applicable Industrial Welfare Commission (“IWC”) Wage Order(s). During at least the last four years of employment, the Employee and other similarly aggrieved employees earned less than the required State minimum wage. More specifically, the Employee and other similarly aggrieved employees regularly worked, without compensation, during: (1) rest and recovery periods, (2) non-productive time, and (3) and their meal periods, without receiving any compensation and premium wages. Based on the total hours actually worked, including these “off the clock” hours, and the total amount paid to the Employee, the Employers failed to pay an amount equal to or greater than the minimum wage for all hours actually worked. Accordingly, the Employee and other similarly aggrieved employees

were paid less than minimum wage on each occasion the Employee and other similarly aggrieved employees worked for the Employers. As a result, the Employers have violated Labor Code §§1194, 1197, 1197.1 and the applicable IWC Wage Order(s), and owe penalties pursuant to Labor Code §§2699(f), 1197.1 and/or 558.

Failure to Provide Uninterrupted Off-Duty Meal Periods

The Employer failed to maintain a policy that provided the Employee and other aggrieved employees with off-duty meal periods as required by California law, and the Employee and other aggrieved employees were regularly not provided a second meal period, despite sometimes working more than ten (10) hours per day.

Specifically, the Employer adopted, implemented and enforced uniform meal period policies that are not lawful under California law. The Employer regularly scheduled the Employee and other aggrieved employees to work eight (8) hours or more with a thirty-minute meal period, but failed to provide a timely, uninterrupted, duty-free thirty-minute meal period. Furthermore, the Employer failed to provide the employee and other aggrieved employees their first meal periods no later than the fifth hour of work. The Employee and other aggrieved employees were regularly required to work in excess of five (5) hours a day without being afforded at least a half-hour meal period in which they were relieved of all duties. The Employer did not schedule or permit meal periods for the Employee and similarly aggrieved employees; instead, the Employer regularly scheduled Customer home visits during their meal breaks. In addition, the Employer failed to pay the Employee and other aggrieved employees premium wages owed for these meal period violations, at the regular rate. As a result, the Employer failed to compensate the Employee and other aggrieved employees for meal period premiums owed due to the violations of California wage and hour laws. Based on this unlawful policy and/or practice, the Employer failed to pay the Employee and other aggrieved employees one hour of pay at their regular rate of pay for each workday that a proper meal period was not provided. As such, the Employer has violated Labor Code §§226.7, 512, and the applicable Industrial Welfare Commission Wage Orders, and owe penalties pursuant to Labor Code §§2699(f) and/or 558.

Failure to Provide Uninterrupted Off-Duty Rest Breaks

The Employer failed to maintain a policy that provided the Employee and other similarly aggrieved employees with off-duty rest periods as required by California law. The Employee and other aggrieved employees regularly worked in excess of four hours or a major fraction thereof during workdays without being provided at least a ten-minute rest period in which they were relieved of all duties. The Employer did not schedule or permit rest breaks for the Employee and similarly aggrieved employees; instead, the Employer regularly scheduled Customer home visits during their rest breaks.

In addition, the Employer failed to pay the Employee and other aggrieved employees premium wages owed for these rest break violations, at the regular rate. As such, the Employer has violated

Labor Code §§226.7, 512, and the applicable Industrial Welfare Commission Wage Orders, and owes penalties pursuant to Labor Code §§ 2699(f) and/or 558.

Failure to Provide Accurate Wage Statements

Pursuant to Labor Code §226 and the applicable Industrial Wage Order, the Employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employees' wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Here, because the Employer allegedly (1) failed to timely pay all wages owed during the Employee and other aggrieved employees' employment, including all minimum, premium and overtime wages at the proper overtime rate, (2) failed to provide all legally requisite meal periods and rest breaks, without proper compensation in lieu thereof, the Employee alleges that the Employer has derivatively violated Labor Code §226. Due to the Labor Code violations referenced herein, the wage statements failed to include all the hours worked, including the actual minimum and overtime hours worked, all the premium wages owed, and at the proper rate of pay for overtime and double time worked.

Moreover, the Employer has failed to comply with Labor Code §226 by failing to include all of the requirements, including but not limited to: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

Further, California Labor Code Section 226.2 provides that employees compensated on a piece-rate, shall receive an itemized statement that complies with section 226(a), and 226.2, which

requires the statements to separately state the total hours of compensable rest and recovery periods, the rate of compensation, and the gross wages paid for those periods during the pay period. The Employer also failed to provide compliant wage statements under section 226.2.

Waiting Time Penalties

The Employer has violated Labor Code §§201 and 202 by willfully failing to pay all compensation due and owing to the Employee and all other former similarly aggrieved employees at the time employment was terminated. The Employer willfully failed to pay the Employee and all other former similarly aggrieved employees, all compensation due upon termination of employment as required under Labor Code §§ 201 and 202.

Here, because the Employer allegedly (1) failed to timely pay all wages owed during the employment, including minimum wage, wages for rest and recovery and/or non-productive time, and premium wages, and (2) failed to provide all legally requisite meal periods and rest breaks, without compensation in lieu thereof, the Employee alleges that the Employer failed to pay all compensation due and owing at the time of termination. As such, based on the Labor Code violations referenced herein, the Employer has derivatively violated Labor Code §201-203, and pursuant to §§ 203 and 256 of the Labor Code, the Employee and other similarly aggrieved employees are now also entitled to recover up to thirty (30) days of wages due to the Employer's "willful" failure to comply with the statutory requirements of sections 201 and 202 of the Labor Code. Additionally, the Employer is liable for civil penalties pursuant to Labor Code §2698 *et seq.*

Therefore, pursuant to Labor Code §2699.3(a), please advise within sixty (60) calendar days of the online submission date of this notice whether the LWDA intends to investigate the violations alleged above. We understand that if we do not receive a response within the applicable time that the LWDA intends to investigate these allegations, the aggrieved Employee may immediately thereafter commence a civil action against the Employer pursuant to Labor Code § 2699.

Thank you for your consideration.

Very truly yours,

/s/ Yoonis Han
VERUM LAW GROUP, APC

cc: (via Certified Mail – Return Receipt Requested)
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