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August 12, 2025
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VIA ONLINE FILING

Labor and Workforce Development Agency

800 Capitol Mall, MIC-55

Sacramento, CA 95814

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<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

RE: *Santino Munoz v. Safelite Fulfillment, LLC, et. al*

Dear Representative:

This office represents Santino Munoz (**Mr. Munoz**) with respect to his claims under the California Labor Code against Safelite Fulfillment, LLC, Safelite Fulfillment, Inc., and Safelite Group, Inc. ("**Employers**"). This letter is being sent simultaneously to Employers by certified mail.

Employers have employed Mr. Munoz since approximately August 2022, as an hourly, non-exempt employee. During his employment with Employers, Mr. Munoz was employed as a Repair Specialist at Employers' location at 2220 A Street, Ste 101 Santa Maria, California 93455. Safelite Fulfillment, LLC is an auto glass fulfillment services company. Safelite Fulfillment, Inc. is an auto glass fulfillment services company. Safelite Group, Inc. is a multifaceted auto glass and claims management service organization. Employers are an automotive window repair company.

Mr. Munoz intends to seek penalties for violations of the California Labor Code which are recoverable under California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 ("**PAGA**"). Mr. Munoz is seeking penalties solely in a representative capacity on behalf of the State of California and all current and former non-exempt employees of Employers ("**Aggrieved Employees**"). This letter is being sent in compliance with California Labor Code section 2699.3.

As detailed below, Employers violated several of California's wage and hour laws during Mr. Munoz's employment, including but not limited to violations of California Labor Code sections 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, and the Industrial Welfare Commission Wage Orders ("IWC Wage Order") including *inter alia*, IWC Wage Order No. 9. These claims are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Employers have engaged in numerous unlawful practices which resulted in the failure to pay Mr. Munoz and Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.



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First, Employers regularly required Mr. Munoz and Aggrieved Employees to work more than eight (8) hours in a day or forty (40) hours in a workweek, but failed to pay them overtime compensation for such work. Employers also failed to provide Mr. Munoz and Aggrieved Employees with adequate training as to the payment of overtime compensation, all in an effort to keep its workers uninformed as to their legal right to overtime compensation. In addition, Employers regularly required Mr. Munoz and Aggrieved Employees to work off-the-clock in order to complete their duties and responsibilities. This off-the-clock work included, amongst other things, requiring Mr. Munoz and Aggrieved Employees to: (1) respond to Employers and work-related requests and perform work while clocked out for purported meal breaks; (2) perform work before clocking in for the start of their shift; (3) perform work after clocking out for the end of their shift; and (4) drive between job sites while clocked out. Mr. Munoz and Aggrieved Employees were not compensated for this off-the-clock work, resulting in a failure to pay minimum wages and straight time wages. For example, Mr. Munoz and Aggrieved Employees were regularly required to arrive at least fifteen (15) minutes prior to the start of their scheduled shift to load and put paperwork in the truck before clocking in. Additionally, Mr. Munoz and Aggrieved Employees were required to travel in between job sites and not compensated for their time traveling to the shop, during lunch, or after the final job of the day. Mr. Munoz and the Aggrieved Employees were required to drive a company vehicle from their homes to the shop but were not permitted to clock in until they arrived and began loading the vehicle. They were also required to clock out before driving home in the company vehicle, so as not to impact timekeeping performance. Moreover, this off-the-clock work typically caused Mr. Munoz and Aggrieved Employees to work more than eight (8) hours in a day and forty (40) hours in week, resulting in a failure to pay overtime compensation.

In addition to requiring Mr. Munoz and Aggrieved Employees to perform work off-the-clock without compensation, Employers also utilized time rounding practices that resulted in the systematic underpayment of wages to Mr. Munoz and Aggrieved Employees, including minimum wages, straight time wages and overtime wages. Employers also failed to accurately record the actual time worked by Mr. Munoz and Aggrieved Employees, which resulted in a failure to pay Mr. Munoz and Aggrieved Employees for all hours actually worked, including minimum wages, straight time wages and overtime wages. As a matter of policy and practice, Employers would only pay Mr. Munoz and Aggrieved Employees for their scheduled hours, regardless of the time they actually worked. For example, Employers instructed Mr. Munoz and Aggrieved Employees to make calls while driving to different job sites try and get customers to complete surveys and write reviews while purportedly clocked out. Finally, and as a matter of policy and/or practice, Employers failed to pay overtime to Mr. Munoz and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration.

As a result of the foregoing practices, Employers have failed to pay Mr. Munoz and Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employers violated IWC Wage Order No. 9 and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.



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Mr. Munoz and Aggrieved Employees will therefore seek unpaid wages; PAGA default penalties; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 9; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; compensation pursuant to Labor Code Section 1194; and attorneys' fees and costs.

2. FAILURE TO PROVIDE MEAL PERIODS AND PAY MEAL PERIOD PREMIUMS

Employers failed to provide Mr. Munoz and Aggrieved Employees with legally-compliant 30-minute meal periods. Mr. Munoz and Aggrieved Employees were required by Employers to work more than five (5) hours per day, but were not provided with timely uninterrupted 30-minute meal periods. Further, Mr. Munoz and Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employers regularly required Mr. Munoz and Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour of work. Mr. Munoz and Aggrieved Employees were regularly required to take their meal break after the fifth (5) hour of work due to the high volume of work. Moreover, Mr. Munoz and Aggrieved Employees were never provided with a second (2) meal break when working over ten (10) hours due to overall work demands that prohibited their capacity to do so. On the occasions that Mr. Munoz and Aggrieved Employees did take a meal period, their meal periods were frequently interrupted or cut short. For example, Mr. Munoz and the Aggrieved Employees were required to work according to clients' schedules and frequently send photos or information to the company, which often resulted in late, interrupted, or shortened meal periods. Moreover, Mr. Munoz and Aggrieved Employees were instructed to clock out for a meal period before the fifth hour of work, they were often required to miss their meal periods in order to accommodate the client's schedule. In many instances, Mr. Munoz and Aggrieved Employees were required to eat while driving between job sites in order to keep up with the high volume of work.

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Mr. Munoz and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded its own purported meal period policies; (2) Employers' management at various levels, affecting all hourly-non-exempt employees, failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employers failed to adequately inform and train Mr. Munoz and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employers failed to adequately inform and train Mr. Munoz and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employers failed to ensure that there was adequate staffing to allow Mr. Munoz and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employers required Mr. Munoz and other Aggrieved Employees to remain on-call and respond to work-related requests at all times, including during meal periods, which included responding to telephone calls and text messages; and (7) Employers' policy and culture prevented Mr. Munoz and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on completing job requirements over employees right to receive timely,



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uninterrupted, and duty-free meal periods.

Mr. Munoz and Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the meal periods which were not provided to them in compliance with California law.

Accordingly, Employers violated IWC Wage Order No. 9 and California Labor Code sections 226.7, 512(a) and 1198.

Mr. Munoz and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 9; penalties pursuant to California Labor Code sections 558 and 1199; and attorneys' fees and costs.

3. FAILURE TO AUTHORIZE AND PERMIT REST PERIODS AND PAY REST PERIOD PREMIUMS

Employers failed to authorize and permit Mr. Munoz and Aggrieved Employees take legally-compliant 10-minute rest periods. Employers required Mr. Munoz and Aggrieved Employees to work through rest periods. Mr. Munoz and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, [Mr. Munoz] and Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Mr. Munoz and Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Mr. Munoz and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employers' management at various levels, affecting all hourly-non-exempt employees, failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employers failed to adequately inform and train Mr. Munoz and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employers failed to adequately inform and train Mr. Munoz and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employers failed to ensure that there was adequate staffing to allow Mr. Munoz and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employers required Mr. Munoz and other Aggrieved Employees to remain on-call and respond to work-related requests at all times, including during rest periods, which included responding to telephone calls and text messages; and (7) Employers' policy and culture prevented Mr. Munoz and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees right to receive rest periods.



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Mr. Munoz and Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the rest periods which were not provided to them in compliance with California law.

Accordingly, Employers violated IWC Wage Order No. 9 and California Labor Code sections 226.7, and 1198.

Mr. Munoz and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 9; California Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

As to each pay period, Employers have failed to timely pay all wages earned because Mr. Munoz and Aggrieved Employees were not paid all the wages they were owed including, *inter alia*, overtime compensation, straight time wages, minimum wages, and meal and rest period premiums. Accordingly, Employers violated California Labor Code section 204(a).

Mr. Munoz and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

As a result of the practices described above, the wage statements provided to Mr. Munoz and Aggrieved Employees failed to include the actual hours worked, the actual gross wages earned, and the correct rates of pay. Employers also failed to include the name and address of the legal entity of the employer on the wage statements provided to Mr. Munoz and the Aggrieved Employees. Accordingly, Employers violated California Labor Code section 226 (a).

Mr. Munoz and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; and attorneys' fees and costs.

6. FAILURE TO MAINTAIN ACCURATE RECORDS

Employers have failed to maintain accurate records relating to Mr. Munoz and Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employers violated IWC Wage Order No. 9 and California Labor Code sections 1198.5 and 1174(d).

Mr. Munoz and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 9; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.



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7. FAILURE TO PAY REPORTING TIME

Pursuant to California Labor Code section 1198, "the employment of any employee... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Order No. 9-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay.

During the relevant time period, Employers failed to pay Mr. Munoz and other Aggrieved Employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Mr. Munoz and the other Aggrieved Employees reported to work and were furnished less than half the usual or scheduled day's work. Employers also failed to pay Mr. Munoz and other Aggrieved Employees for two (2) hours at the employee's regular rate of pay on days in which Mr. Munoz and the other Aggrieved Employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

Mr. Munoz and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 9; and attorneys' fees and costs.

Very Truly Yours,

Ryan Chuman

Notice provided to Employer Safelite Fulfillment, LLC via Certified Mail (9414 7111 0549 5865 9027 66)

Safelite Fulfillment, LLC.

Attn: CSC – Lawyers Incorporating Service – Registered Agent for Service

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