

September 30, 2025

VIA ONLINE SUBMISSION

California Labor and Workforce Development Agency
Attn: PAGA Administrator

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

Agent for Service of Process for Artisan Brewers, LLC:
Jeanne Young
1933 Davis Street, Ste 177
San Leandro, CA 94577

Re: Jeffie Freeman v. Artisan Brewers, LLC

Dear Labor and Workforce Development Agency and Artisan Brewers, LLC:

This letter shall serve as Jeffie Freeman's ("Mx. Freeman") written notice as required by California Labor Code 2699.3(a)(1) of the specific provisions of the Labor Code allegedly violated by Artisan Brewers, LLC ("Artisan Brewers"), including the facts and theories to support the alleged violations. Mx. Freeman intends to seek civil penalties against Artisan Brewers under the Private Attorneys General Act of 2004 ("PAGA") on their own behalf and on behalf of all other non-exempt employees currently or formerly employed by Artisan Brewers in California during the statutory period ("Aggrieved Employees"). Mx. Freeman is informed and believes and based thereon alleges that there are at least 100 Aggrieved Employees in the statutory period.

Labor Code Provisions Alleged to Have Been Violated

Mx. Freeman alleges Artisan Brewers violated the following Labor Code provisions: Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802.

Facts and Theories Supporting Each Alleged Violation

Mx. Freeman was employed by Artisan Brewers in San Leandro, California as a non-exempt server from approximately June 2018 to approximately February 2022, and from approximately April 2023 to approximately May 2025.

Minimum, Regular, Sick, and Overtime Wages

Throughout the statutory period, Artisan Brewers failed to pay Mx. Freeman and other Aggrieved Employees at least the legal minimum, regular, sick, and overtime wages for all hours worked due to Artisan Brewers' policy and practice of failing to include the value of food and beverages dependent on hours worked in the regular rate of pay. As a result, Artisan Brewers failed to pay Mx. Freeman and other Aggrieved Employees for all minimum, regular, sick, and overtime wages due in violation of Labor Code §§ 246, 510, 558, 1194, 1194.2, 1197, 1197.1, and 1198.

Meal Periods

Throughout the statutory period, Artisan Brewers failed to provide Mx. Freeman and other

Aggrieved Employees with 30-minute meal periods for every 5 hours worked as required by Labor Code § 512. Mx. Freeman and other Aggrieved Employees frequently worked shifts over five hours and did not receive lawful meal periods because they were discouraged from taking meal periods, were interrupted during their meal periods, were required to remain on call during meal periods, and/or were not scheduled to be relieved at the appropriate intervals to receive all lawful meal periods, among other reasons. Further, when Mx. Freeman and other Aggrieved Employees worked shifts over ten hours, they did not receive a second meal period. As a result, their meal periods were missed, late, short, and/or interrupted. Artisan Brewers failed to pay Mx. Freeman and other Aggrieved Employees an additional hour of pay at their regular rate of pay when they suffered a meal period violation. In fact, when Artisan Brewers did pay meal period premiums, it failed to include the value of food and beverage dependent on hours worked when calculating the regular rate of pay. As a result, Artisan Brewers failed to provide meal periods and pay meal period premiums in violation of Labor Code §§ 226.7 and 512.

Rest Periods

Throughout the statutory period, Artisan Brewers failed to authorize and permit Mx. Freeman and other Aggrieved Employees to take 10-minute rest periods for every 4 hours worked or major fraction thereof. Mx. Freeman and other Aggrieved Employees were required and/or incentivized to work through their rest periods, discouraged from taking their rest periods, required to remain on call during their rest periods, and/or were not relieved of all duties in order to take all rest periods. Artisan Brewers failed to pay Mx. Freeman and other Aggrieved Employees an additional hour of pay at their regular rate of pay when they suffered a rest period violation. As a result, Artisan Brewers failed to permit rest periods and pay rest period premiums in violation of Labor Code § 226.7.

Wage Statements

Due to Artisan Brewers' wage, meal period, rest period, and deduction violations as alleged above, Artisan Brewers failed to provide Mx. Freeman and other Aggrieved Employees with accurate, itemized wage statements that accurately reported gross wages earned, total hours worked, net wages earned, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate in violation of Labor Code § 226. This failure was knowing and intentional.

Timing of Wage Payments

Due to Artisan Brewers' wage, meal period, rest period, and deduction violations as alleged above, Artisan Brewers failed to pay all wages due during Mx. Freeman's and other Aggrieved Employees' employment and at the end of their employment in violation of Labor Code §§ 201, 202, 203, 204, and 210. In fact, Artisan Brewers' written policy and practice is to pay wages on a semi-monthly schedule, payable on the 5th (covering work performed from the 1st to the 15th of the month) and 20th (covering work performed from the 16th to the end of the month). This failure was willful and intentional.

Recordkeeping

Due to Artisan Brewers' wage, meal period, rest period, and deduction violations as alleged above, Artisan Brewers failed to maintain accurate and complete records showing the hours worked each day by Mx. Freeman and other Aggrieved Employees in violation of Labor Code §§ 1174 and 1174.5.



Based on these violations, Mx. Freeman seeks civil penalties, injunctive relief, and attorneys' fees and costs under PAGA. Enclosed and incorporated herein is the class action complaint Mx. Freeman will be filing on behalf of themselves and all other Aggrieved Employees against Artisan Brewer. Mx. Freeman intends to amend the complaint to add a cause of action under PAGA 65 days after the date of this notice pursuant to Labor Code § 2699.3(a)(2)(A).

Thank you for your assistance on this matter. Should you have any questions or comments, please do not hesitate to contact the undersigned.

Sincerely,
ABRAMSON LABOR GROUP

A handwritten signature in blue ink, appearing to read "Fawn F. Bekam", is written over a faint, larger blue signature.

Fawn F. Bekam

Enclosure: Class Action Complaint