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September 29, 2025

SUBMITTED VIA LWDA'S PAGA CLAIM NOTICE ONLINE PORTAL

COPY SENT VIA CERTIFIED MAIL TO:

BOARDWALK AUTO CENTER, INC.
1 BAIR ISLAND ROAD
REDWOOD CITY, CA 94063

C/O DOUGLAS KOPF
1 BAIR ISLAND ROAD
REDWOOD CITY, CA 94063

Re: *Alyson Ruiz v. Boardwalk Auto Center, Inc.*
Notice of Intent to File Suit for California Labor Code § 2698 et seq. Penalties

To Whom It May Concern:

This office and Falakassa Law, P.C. represent Alyson Ruiz (hereinafter "Ms. Ruiz") and a proposed group of current and former non-exempt employees working for Boardwalk Auto Center, Inc. (hereinafter "Boardwalk") and any of its affiliated, predecessor, and merged entities in the State of California for violations of the California Labor Code §§ 201-203, 204, 210, 221, 226(a), 226(e), 226.3, 226.7, 227.3, 510, 512, 516, 1174, 1174.4, 1194, 1194.2, 1197.1, 1199, 2802-2804, and all applicable Industrial Welfare Commission Wage Orders ("Wage Order").

This letter shall serve as notification under Labor Code § 2699.3 (hereinafter "PAGA Notice"). The $75 filing fee payable to the California Labor and Workforce Development Agency for the Private Attorneys General Act Notice ("PAGA Notice") was paid online. A copy of this PAGA Notice was submitted electronically to the Department of Industrial Relations.

Ms. Ruiz wishes to bring a representative action on behalf of herself and the State of California as well as on behalf of the following group of "aggrieved employees":

> All current and former non-exempt hourly employees who work or worked for Boardwalk Auto Center, Inc. in California during the one year immediately preceding the filing of this PAGA Notice and continuing into the present and ongoing ("aggrieved employees")

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Boardwalk is a car dealer that sells and services New Dodge, Jeep, Volkswagen, Chevrolet, Lotus, Chrysler and Ram vehicles in the greater Redwood City CA area.

Ms. Ruiz was employed by Boardwalk as a non-exempt employee in the role of "Receptionist / Service Advisor" from January 8, 2025, to September 8, 2025. Based in Redwood City, California, Ms. Ruiz was responsible for various tasks, including, but not limited to, setting up appointments, customer service, and answering calls. Alongside Ms. Ruiz, other non-exempt employees played a crucial role in maintaining the efficiency and productivity of Boardwalk's operations. These employees included, but were not limited to:

- **Automotive Technician**, who diagnoses, maintains, and repairs vehicle mechanical, electrical, and electronic systems.
- **Sales Associate,** who focuses on direct customer engagement, product sales, and customer service.
- **Product Specialist,** who provides deep product knowledge, technical support, and market insights to help drive product success and support the sales team.
- **Automotive Service Consultant**, who serves as a primary point of contact for customers at car dealerships and repair facilities, explaining vehicle issues, providing repair cost estimates, and scheduling services.

These non-exempt employees were responsible for a wide range of tasks critical to the company's operations, including customer service, product sales, maintenance and repair of vehicles, and overall dealership services. Their work ensured the effective operation of Boardwalk's assets. Despite the essential nature of their contributions, Ms. Ruiz and other aggrieved employees allege that Boardwalk failed to comply with California labor laws, including, but not limited to, accurate timekeeping, proper wage payment, and the provision of meal and rest periods, as set forth below.

At all relevant times, Ms. Ruiz and other aggrieved employees regularly worked various shifts, many of which were in excess of 8.0 hours in a workday and 40.0 hours in a workweek. Ms. Ruiz alleges that other aggrieved employees were also subjected to the same policies, procedures, practices, working conditions, and corresponding wage and hour violations that she experienced during her employment.

First, at all relevant times, Boardwalk has consistently failed to accurately record and pay for all time worked, including time under which aggrieved employees were subject to the employer's control. This included a policy and practice of failing to accurately record and capture the time of aggrieved employees, including all time spent working off the clock. As a result of this company-wide policy/practice, Ms. Ruiz and other aggrieved employees are not compensated for all the hours that they work and all of the overtime hours they work, in violation of Labor Code §§ 204, 210, 510, 1194, 1197.1, 1199, and applicable Wage Orders.

As a result, Ms. Ruiz and other aggrieved employees were not adequately paid for all hours worked, in violation of Cal. Labor Code §§ 204, 210, 1194, 1197.1, 1199, and applicable Wage Orders. Additionally, due to the unlawful timekeeping policy and practices, Ms. Ruiz and other aggrieved employees were not paid the correct overtime rate for hours worked in excess of eight hours per shift, in violation of Labor Code § 510.

Labor Code § 1197.1 authorizes employees who are paid less than the minimum fixed by an applicable state or local law or by order of the commission a civil penalty, restitution of wages, and liquidated damages as follows: (1) for any initial violation that is intentionally committed, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee is underpaid...[and] (2) [f]or each subsequent violation for the same specific offense, two hundred fifty dollars ($250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation was intentionally committed.

Labor Code § 510 requires an employer to compensate an employee who works more than eight (8) hours in one workday, forty (40) hours in a workweek, and for the first eight (8) hours worked on the seventh consecutive day, no less than one and one-half times (11/2) the regular rate of pay. In addition, Labor Code § 510 obligates employers to compensate employees at no less than twice the regular rate of pay when an employee works more than twelve (12) hours in a workday or more than eight (8) hours on the seventh consecutive day of work. Pursuant to Section 3 of the applicable Wage Orders, non-exempt employees shall not be employed more than eight (8) hours in any workday or more than 40 hours in any workweek unless the employee receives one and one-half (11/2) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek.

Accordingly, through PAGA and to the extent permitted by law, Ms. Ruiz and other aggrieved employees are entitled to recover penalties for violations of Labor Code §§ 204, 210, 510, 1194, 1197.1, 1199 under Labor Code § 1197.1, 1199, or Labor Code § 2699(f)(2), and attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Moreover, at all relevant times, Ms. Ruiz and other aggrieved employees were denied compliant and timely 30-minute off-duty meal periods as mandated by California law. Due to Boardwalk's uniform meal period policies/practices, operational requirements and work demands, Ms. Ruiz and other aggrieved employees often could not take timely and uninterrupted net 30-minute first meal periods before the end of the fifth hour of work. Further, when Ms. Ruiz and other aggrieved employees worked more than 10.0 hours in a shift, they were not allowed and permitted to take a mandated second meal period before the end of the tenth hour of work in violation of the Labor Code and applicable Wage Orders. Indeed, Ms. Ruiz' and other aggrieved employees' meal periods were often interrupted and lasted fewer than 30 minutes due to Boardwalk's meal period policies/procedures, operational requirements, and work demands.

In addition, for each missed or non-compliant meal period, Boardwalk failed and continues to fail to maintain a mechanism by which aggrieved employees were paid meal period premiums at the "regular rate of pay" pursuant to *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 5th 858 and Labor Code § 226.7.

Accordingly, due to Boardwalk's uniform meal period practices, Ms. Ruiz and other aggrieved employees were also regularly denied legally compliant meal periods in violation of Labor Code 226.7, 510, 516, and applicable IWC Wage Orders and are entitled to penalties under Labor Code § 2699(f)(2).

Next, at all relevant times, Ms. Ruiz and other aggrieved employees were not provided with all 10-minute rest periods for every four hours worked, or a major fraction thereof, due to Boardwalk's uniform rest period policies/practices, operational requirements and work demands. As a result, Ms. Ruiz and other aggrieved employees were and are often unable to take a net 10-minute duty-free rest period for every major fraction of four hours worked. This includes a second rest period for shifts in excess of six hours and a third rest period for shifts in excess of 10.0 hours in a workday.

By not relieving all non-exempt employees of all duties during rest periods, Boardwalk failed to provide legally compliant rest periods. See *Augustus v. ABM Security Services, Inc*. (2016) 2 Cal. 5th 257, 269 [concluding that "during rest periods employers must relieve employees of all duties and relinquish control over how employees spend their time."]. In *Augustus*, the California Supreme Court expressly rejected the employer's assertion that it could provide an on-duty rest period to employees who worked as security guards and further explained: "that employers [must] relinquish any control over how employees spend their break time and relieve their employees of all duties." *Id*. at 273. Each time Ms. Ruiz and other aggrieved employees could not take a compliant rest period, Boardwalk failed and continues to fail to adequately pay rest period premium payments at the "regular rate of pay" as required by Labor Code § 226.7.

Accordingly, due to Boardwalk's uniform rest period policies/practices and work demands, Ms. Ruiz and other aggrieved employees were also regularly denied legally compliant rest breaks in violation of Labor Code §§ 226.7, 512, and applicable Wage Orders and would be entitled to penalties under Labor Code § 2699(f)(2).

As a result of Boardwalk's failure to pay Ms. Ruiz and other aggrieved employees for all hours they were subject to the control of Boardwalk, including all minimum and overtime wages, and Boardwalk's failure to pay for meal and rest period premiums at the "regular rate of pay," Boardwalk issued wage statements which failed to identify the gross wages earned accurately, the total hours worked, the net wages earned, and the correct corresponding number of hours worked at each hourly rate, in violation of Labor Code § 226(a)(1, 2, 5, and 9).

Labor Code § 226.3 provides that "[a]ny employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars ($250) per employee per violation in an initial violation and one thousand dollars ($1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the required in subdivision (a) of Section 226."

Thus, for the violations of Labor Code section 226 described above, Ms. Ruiz and other aggrieved employees may also recover Labor Code § 226.3 penalties for Boardwalk's violations of Labor Code § 226(a). Consequently, because Boardwalk failed to comply with Labor Code § 226(a), Ms. Ruiz and other aggrieved employees would be entitled to recover penalties under Labor Code §§ 226(e) or Labor Code § 2699(f)(2).

Moreover, because Boardwalk failed to pay all minimum and overtime wages, and meal and rest period premiums at the "regular rate of pay," It also failed and continues to fail to pay the aggrieved employees all wages owed at their time of separation from employment in violation of Labor Code §§ 201-203. Thus, aggrieved employees would be entitled to recover penalties under Labor Code §§ 201-203 or Labor Code § 2699(f)(2).

Finally, at all relevant times, Boardwalk required Ms. Ruiz and other aggrieved employees to incur necessary business expenses for work-related purposes, but did not adequately reimburse these employees for these necessary expenditures, thereby violating Labor Code §§ 2802-2804. Here, Boardwalk uniformly failed to reimburse aggrieved employees for all necessary costs incurred in discharging their duties. (*See Cochran v. Schwan's Home Service, Inc.,* (2014) 228 Cal.App.4th 1137, 1144 ["[i]f an employee is required to make work-related calls on a personal cell phone, then he or she is incurring an expense for the purposes of section 2802. It does not matter whether the phone bill is paid for by a third person or at all...To show liability under section 2802, an employee needs only to show that he or she was required to use a personal cell phone to make work-related calls, and he or she was not reimbursed"].) Accordingly, due to Boardwalk's uniform failure to adequately reimburse for necessary business expenditures in violation of Labor Code §§ 2800-2802 and applicable Wage Orders, Ms. Ruiz and other aggrieved employees would be entitled to civil penalties under Labor Code § 2699(f)(2) and attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Pursuant to Labor Code § 2699.3(a)(2)(A), please advise within sixty-five (65) calendar days of the date of this notice whether your office intends to investigate the violations alleged hereinabove. We understand that if we do not receive a response from your office within sixty-five (65) calendar days of this PAGA Notice, Ms. Ruiz may thereafter pursue her interests and the interests of similarly aggrieved employees with a civil complaint against Boardwalk for its violations of the California Labor Code and applicable Wage Orders.

While we intend to pursue a PAGA representative and/or Class Action lawsuit against Boardwalk for unpaid wages and civil penalties under Labor Code § 2699, it is our firm's policy to attempt to negotiate an early resolution of all matters where possible and beneficial to all aggrieved employees. If Boardwalk is interested in resolving this matter, please contact me or have your lawyer contact our office to discuss an informal discovery plan and the possibility of early mediation on or before **November 29, 2025**.

Respectfully submitted,

FALAKASSA LAW, P.C.
BOKHOUR LAW GROUP, P.C.

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Joshua S. Falakassa, Esq.
Mehrdad Bokhour, Esq.