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September 16, 2025

SENT VIA ONLINE FILING (https://dir.tfaforms.net/308)

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, California 94612

SENT VIA CERTIFIED MAIL

Cabinets To Go, LLC
2350 W.O. Smith Drive
Lawrenceburg, TN 38464

Re: Shauna Aquino [redacted]

To Whom It May Concern:

This firm represents Ms. Aquino in relation to her employment with Cabinets To Go, LLC. ("Employer"). In accordance with California Labor Code section 2699.3, this letter shall serve as Ms. Aquino's written notice to the Labor and Workforce Development Agency ("LWDA") and Employer regarding the following Labor Code violations, and the facts and theories supporting the same.

Employer operates retail cabinetry stores throughout California. Ms. Aquino was employed by Employer in a sales capacity from approximately October 2020 through May 2025. Throughout her employment, Ms. Aquino was a non-exempt employee entitled to be paid for every hour worked and overtime as appropriate. Ms. Aquino and Employer's other non-exempt California employees are eligible for and at times receive non-discretionary bonuses, commissions, and other items of compensation. During the last year, however, Employers have:

1. Overtime – Because of Employer's unlawful compensation system, and in violation of Labor Code section 510, Employer's hourly, non-exempt employees were routinely denied overtime. Specifically, Employer would (a) refuse to pay employees for every hour of overtime worked, (b) require employers to work off-the-clock, (c) unlawfully round employees' time to the quarter hour, and/or (d) manipulate employees' time to their detriment. Additionally, Employer failed to properly calculate and pay the overtime wages owed to Ms. Aquino and its other non-exempt California employees.

Specifically, pursuant to its uniform policy, practice and procedure, Employer a) failed to include commissions, non-discretionary bonuses and other items of compensation when determining Ms. Aquino and its other non-exempt employees' "regular rate of pay" for purposes of overtime and/or b) miscalculated Ms. Aquino and its other non-exempt employees' "regular rate of pay" for purposes of overtime.

2. Failed to Provide Meal Breaks and/or Pay Premiums – Because of their busy schedules, understaffing, and unlawful policies, Employer's hourly, non-exempt employees routinely were not relieved of all duties for their meal breaks, were not timely provided meal breaks, were not provided uninterrupted meal breaks and/or were not provided the requisite number of meal breaks for the duration of their shifts. When their non-exempt, hourly employees were not provided compliant meal breaks, Employer failed to pay the appropriate premiums. If Employer did pay meal period premiums to Ms. Aquino and its other California non-exempt employees, it thereby acknowledged it had deprived them of the required meal periods. When premiums were paid, they were paid at the employee's base rate of pay rather than his or her regular rate of pay.

3. Failed to Provide Paid Rest Breaks and/or Pay Premiums – Because of their busy schedules, understaffing, and unlawful policies, Employer's hourly, non-exempt employees routinely were not relieved of all duties for their duty-free rest breaks, were not timely provided duty-free rest breaks, were not provided uninterrupted duty-free rest breaks and/or were not provided the requisite number of duty-free rest breaks for the duration of their shifts. When its non-exempt, hourly employees were not provided compliant rest breaks, Employer failed to pay the appropriate premiums. If Employer did pay rest period premiums to Ms. Aquino and its other California non-exempt employees, it thereby acknowledged it had deprived them of the required rest periods. When premiums were paid, they were paid at the employee's base rate of pay rather than his or her regular rate of pay.

4. Failure to Furnish Accurate Itemized Wage Statements – Because of the violations set forth above, the wage statements furnished by Employer to its employees violated Labor Code section 226(a) insofar as they failed to:

a. Accurately show the gross wages earned in violation of section 226(a)(1);
b. Accurately show the total number of hours worked by the employee in violation of section 226(a)(2);
c. Accurately show the net wages earned in violation of section 226(a)(5); and
d. Accurately show all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate in violation of section 226(a)(9).

5. Failure to Pay Sick Pay – Ms. Aquino and Employer's other non-exempt California employees were also entitled to sick pay pursuant to California Labor Code section 245, et seq. Although Labor Code section 248.5, subdivision (l)(1) mandates that

paid sick leave for non-exempt employees be "calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time", pursuant to its uniform policy, practice and procedure, Employer failed to include commissions, non-discretionary bonuses and other items of compensation when determining Ms. Aquino and its other non-exempt California employees' regular rate of pay for purposes of sick pay. As such, Employer did not properly "provide" its California non-exempt employees with sick pay in violation of Labor Code section 233.

6. Failure to Timely Pay Wages – Because Ms. Aquino and Employer's other non-exempt employees are not properly compensated for all of their overtime and sick pay, meal / breaks (or premiums associate therewith), they are not timely compensated for the same during each pay period and at the end of their employment in violation of Labor Code Sections 201-204 and 210.

7. Failure to Reimburse for Business Expenses – Because Ms. Aquino and Employer's other non-exempt employees were required to use their personal cell phones both on and off the job to communicate with Employer and their co-workers, they were not reimbursed in violation of Labor Code Section 2802.

Accordingly, and as set forth above, [redacted] contends Employers have violated Labor Code sections 201-204, 210, 226, 226.7, 248.5, 510, 512, 1194, 1197 and 2802, as well as the applicable IWC Wage Orders.

If the LWDA believes that it needs additional information to determine whether to investigate these claims, please contact me immediately to request the additional information, which I will provide to the extent it is available to me or my client.

If the LWDA does not intend to investigate these violations, Ms. Aquino intends to file a civil complaint, or amend a pre-existing civil complaint, against Employers pursuant to the Labor Code Private Attorneys General Act of 2004 (Labor Code §§ 2698 – 2699.5), on her behalf and, as a proxy for the LWDA, on behalf of all aggrieved current and former California non-exempt, hourly employees. Thank you for your attention in this matter.

Regards,

MAYALL HURLEY P.C.

By ________________________________
Robert Wassermann