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Labor and Workforce Development Agency
Department of Industrial Relations
Private Attorneys General Act (PAGA) - Filing
New PAGA Claim Notice

Via Certified U.S. Mail – Return Receipt Requested

Basamichi Sushi
Mr. Jiehui Li
1390 El Camino Real
Millbrae, California 94030

Re: Notice Pursuant to California Labor Code § 2699.3

To the Labor and Workforce Development Agency and Basamichi Sushi:

This office represents Mr. Anderson Herrera ("Mr. Herrera"), a former, non-exempt, hourly employee of Basamichi Sushi (hereinafter referred to as "Employer") who has caused and/or committed the wage and hour violations as set forth herein. Pursuant to the California Labor Code Private Attorneys General Act of 2004 ("PAGA"), Labor Code § 2698 *et seq.*, and all amendments, this letter sets forth the specific provisions of the Labor Code and Industrial Welfare Commission ("IWC") Wage Orders, Nos. 5-2001, 17-2001 and any other applicable wage order, which Mr. Herrera alleges that Employer has violated, including the facts and theories to support the alleged violations.

Please be advised that this letter constitutes written notice required by Labor Code §§ 2699.3(a)(1) and 2699.3(c)(1) and may lead to immediate action against Employer in a court of law and/or administrative proceedings, as well as the imposition of substantial penalties and other remedies against Employer.

This notice shall be construed as extending without limitation to any past, present, future, or continuing violation of the Labor Code, applicable IWC wage orders, or regulations thereunder which might be discovered as a result of a reasonable and diligent investigation made pursuant to this notice.

This notice is hereby given to and made against Employer, and any and all related, parent, and/or alter ego companies, corporations, partnerships, subsidiaries, and/or business entities, any and all officers, owners, directors, managers, managing agents, or entities who are or may be liable under law for any of the violations alleged herein.

PRELIMINARY STATEMENT

My office is investigating a potential representative action on behalf of all current and former non-exempt employees of Employer ("aggrieved employees") in the State of California regarding Employer's unlawful policies and practices. Among other things, Mr. Herrera, and the other aggrieved employees allege that Employer is liable for the following: failure to provide meal and rest periods to non-exempt employees, in violation of Labor Code §§ 226.7, 510, 512, 1194, 1197 and §§ 11-12 of Wage Order, No. 5-2001 and any other applicable wage order; failure to pay one additional hour of compensation to non-exempt employees at their regular rate of pay for each workday that a meal or rest period is not provided, in violation of Labor Code § 226.7 and §§ 11(B) and 12(B) of the applicable wage orders; failure to pay non-exempt employees overtime wages, and failure to properly calculate and pay overtime wages, in violation of Labor Code §§ 510, 1194, 1198, and § 3 of Wage Order, No. 5-2001 and any other applicable wage order; failure to pay minimum wages/straight time wages, including interest, in violation of California Labor Code §§ 510, 1194 and IWC Wage Order No. 5-2001, § 4; willful collecting, taking, or receiving gratuity by employer, in violation of Labor Code § 351; failure to time pay wages, in violation of California Labor Code §§200, 204 and 210; willful failure to pay discharged or quitting non-exempt employees all wages due, in violation of Labor Code §§ 201, 202, 203; failure to provide accurate itemized wage statements to non-exempt employees in violation of Labor Code §§ 226, 1174, and 1174.5; failure to maintain required records of non-exempt employees, in violation of Labor Code §§ 1174, 1174.5, and § 7 of Wage Orders, No. 5-2001 and any other applicable wage order; failure to provide suitable seating, in violation of IWC Wage Order No. 5-2001, § 14(A) and (B); failure to implement a workplace violence prevention policy in violation of California Labor Code §§6401.7 and 6401.9, and the failure to comply and implement a Heat & Temperature Illness Program, in violation of Labor Code §§6721, Sections 3395 and 3396 of Title 8 of the California Code of Regulations, otherwise known as the Maria Isabel Vasquez Jimenez heat illness standard.

This letter also serves as notice of Mr. Herrera's demand for preservation and non-spoliation of evidence, requesting that all relevant documents and data be saved and that all electronic files and hard-copy documents that are related to Mr. Herrera's employment and potential claims must be preserved, even without a court order. Spoliation of evidence may result in legal claims for damages and monetary and evidentiary sanctions, including "adverse inference" jury

instructions. Furthermore, intentional spoliation of evidence may carry criminal consequences pursuant to California Penal Code § 135.

FACTS AND THEORIES

Mr. Herrera was employed by Employer as a dishwasher, an hourly, nonexempt employee. Mr. Herrera was paid $17.00 per hour. Mr. Herrera worked at Employer's sushi restaurant located at 1390 El Camino Real, Millbrae, California 94030. Mr. Herrera was employed with Employer from on or about January of 2024, through July 23, 2025.

Employer operates one (1) or more sushi restaurants located Millbrae, California. Employer applied the same Labor Code violations to each of its sushi restaurants, applying the same illegal wage and hour policies to Mr. Herrera and the other aggrieved employees, exercised control over their wages, hours, and enforced and implemented the working conditions and suffered and permitted them to work.

Aggrieved employees other than Mr. Herrera include, but are not limited to, all non-exempt employees, who similarly experienced the wage and hour violations at Employer's restaurant locations throughout the State of California. Mr. Herrera on behalf of himself and other aggrieved employees of Employer in the State of California during the one (1) year preceding the date of this notice letter, alleges the following facts and theories:

I. Meal Period Violations

Pursuant to California Labor Code § 226.7, 512 and§ 11 of IWC Wage Order No. 5-2001 and any other applicable wage order, no employer shall employ any non-exempt employee for a work period of more than five (5) hours without a meal period of not less than thirty (30) minutes. Employees who work more than ten (10) hours in a day are entitled to a second 30-minute meal break. California employers are required to pay one (1) hour of compensation for each missed or non-compliant meal period to their non-exempt employees.

Here, Employer regularly did not allow non-exempt employees, including Mr. Herrera and the other aggrieved employees, the opportunity to take a full thirty-minute meal period, and meal periods were regularly short (less than thirty minutes), late (taken after 5 hours), and interrupted (work was performed during the meal period). More specifically, Employer failed to implement adequate policies or procedures to provide meal periods to its non-exempt employees. Among other things, Employer systematically understaffs its restaurants such that Mr. Herrera and the other aggrieved employees could not take their meal periods, or aggrieved employees are forced to work during the meal periods. This practice caused Mr. Herrera and the other aggrieved employees to miss or otherwise take non-compliant meal periods.

Next, Employer consistently denied Mr. Herrera and other aggrieved employees compliant meal periods by requiring them to complete so much work within their shifts that they would be forced to skip their meal periods, to take them after working longer than five (5) hours, to perform work during their meal periods, or return to work after taking less than a thirty (30) minute meal period. Further, Mr. Herrera and other aggrieved employees could not leave their workstations and/or no one was available to cover them because the restaurants were too busy resulting in taking non-compliant meal periods.

Employer further violated California Labor Code § 226.7 and IWC Wage Order No. 5-2001 and any other applicable wage by willfully failing to compensate Mr. Herrera and other aggrieved employees who were not provided with a meal period in compliance with California law with one (1) additional hour of compensation at their regular rates of pay for each workday that a compliant meal period was not provided. Employer further violated California Labor Code § 226.7, 510, 1194, 1197, and IWC Wage Order No. 5-2001 and any other applicable wage order by failing to compensate Mr. Herrera and other aggrieved employees for all hours worked during their meal periods.

II. <u>Rest Period Violations</u>

Employer failed to authorize and permit Mr. Herrera and other aggrieved employees to take rest periods as required under California Labor Code §§ 226.7 and 512, and § 12 of IWC Wage Order No. 5-2001 and any other applicable wage order. California employers are required to provide a ten (10) minute rest period for every four hours worked, "or major fraction" thereof. Further, California employers are required to pay one (1) hour of compensation for each day in which a legally compliant rest period is not provided.

As with meal periods, Employer's policies and practices caused Mr. Herrera and other aggrieved employees to miss or otherwise take non-compliant rest periods by, among other things, giving them unreasonable amounts of work that had to be completed within their shift such that rest periods simply could not be taken. Further, as set forth above, Employer implemented skeletal staffing policies which resulted in the inability of Mr. Herrera and other aggrieved employees to take compliant rest periods. Mr. Herrera and the other aggrieved employees would not receive full ten (10) minute rest periods when the restaurants were busy, there were insufficient staff and received a short rest period. During the occasions when that occurred, Employer failed to provide additional time for Mr. Herrera and the other aggrieved employees to finish their rest periods and/or provide premium payments for non-compliant rest periods.

In addition, Mr. Herrera and other aggrieved employees always needed to get permission from their supervisor in order to take their rest periods because they were too busy due to insufficient staffing. When Mr. Herrera and the other aggrieved employees did get a chance to take rest periods, these rest periods were regularly interrupted because Mr. Herrera and other aggrieved employees were required to perform work during their rest periods. Finally, Mr. Herrera and the other aggrieved employees were required to lump their rest periods with their meal periods which were not compensated by Employer.

Employer further violated California Labor Code § 226.7 and § 12 of IWC Wage Order No. 5-2001 and any other applicable wage order, by failing to pay Mr. Herrera and other aggrieved employees one (1) additional hour of compensation at their regular rates of pay for each workday that a legally-compliant rest period was not provided.

III. **Failure to Pay Overtime Wages**

Employer failed to pay overtime to Mr. Herrera and the other aggrieved employees as they are entitled to under the protections of the California Labor Code. Specifically, California Labor Code §§ 510, 1194 and § 3 of IWC Wage Order No. 5-2001 and any other applicable wage order, which requires Employer to compensate Mr. Herrera and other aggrieved employees for all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive work day, with double time for all hours worked in excess of eight (8) hours on the seventh day of any workweek, or after twelve (12) hours in any workday.

Employer knowingly and intentionally failed to compensate Mr. Herrera and other aggrieved employees for all overtime hours worked by, among other things, failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay, by among other things, failing to properly calculate the regular rate of pay for the purposes of calculating overtime pay owed and due based upon non-discretionary commission payments and free food and drinks; requiring, permitting or suffering Mr. Herrera and other aggrieved employees to work off the clock; shaving hours worked which should have been paid at the overtime wage of pay; and failing to include this time in all hours worked; and other methods to be discovered.

Finally, Employer refused to perform its obligations to compensate Mr. Herrera and other aggrieved employees for all overtime wages earned in violation of California Labor Code §§ 510, 1194, 1198, and § 3 of IWC Wage Orders, No. 5-2001 and any other applicable wage order.

IV. **Failure to Pay Minimum and Straight Time Wages**

Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Order No. 5-2001, § 4, payment to a non-exempt employee of less than the applicable minimum/straight time wages for all hours worked in a payroll period is unlawful. Employer willfully, knowingly and intentionally failed to pay Mr. Herrera and other aggrieved employees minimum wages for all hours worked by, among other things: requiring, permitting or suffering Mr. Herrera and other aggrieved employees to work off the clock; requiring, permitting or suffering Mr. Herrera and other aggrieved employees to work through meal and rest periods but not compensating them for this time, and failing to include this time in all hours worked; illegally and inaccurately recording time that Mr. Herrera and other aggrieved employees worked; failing to pay for training time; rounding and/or manipulating timecards; rounding time worked despite the fact of keeping accurate records for all time worked; failing to pay for pre-work and post-work (including donning and doffing uniforms and safety equipment); failing to pay split shift premiums, reporting time pay; and other methods to be discovered.

V. <u>Collecting, Taking, or Receiving Gratuity by Employer</u>

Pursuant to California Labor Code §351, gratuity is the sole property of employee or employees to whom it was paid, given, or left. It is unlawful for employers to collect, take, or receive gratuities left for employees.

Employer intentionally and knowingly collected, took, and received gratuities belonging to Mr. Herrera and the other aggrieved employees. In particular, Employer would pool employees' gratuity and disperse the gratuity to the employees as Employer saw fit without accounting to Mr. Herrera and the other aggrieved employees. This practice left Mr. Herrera and the other aggrieved employees without receiving their gratuities provided for by patrons of Employer. Finally, Employer attempted to conceal their unlawful practices by failing to account for and identify the amount of tips received on the wage statements issued to Mr. Herrera and the other aggrieved employees.

VI. <u>Failure to Timely Pay All Wages Earned</u>

Employer violated California Labor Code §§200, 204 and 210. California Labor Code §200 provides an employer must compensate and employee for wages earned based upon the employee's labor. Further, California Labor Code § 204 provides that labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. Next, California Labor Code §210 provides that an employer is liable for penalties in the amount of one hundred dollars ($100) for each failure to pay each employee, and for each subsequent violations, or any willful or intentional violation, two hundred dollars ($200) for each failure to pay each employee in addition to twenty-five (25) percent of the amount unlawfully withheld.

Employer failed to pay Mr. Herrera, and aggrieved employees on their regularly scheduled payday for all labor performed during the preceding pay period by, among other things,
failing to pay Mr. Herrera, and other aggrieved employees for work they performed off the clock;

failing to pay them proper overtime and minimum wages; failure to pay premium payments for noncompliant meal periods and missed rest periods; requiring them to work through their meal and rest periods without proper compensation and/or remuneration; failing to pay the regular rate of pay; failing to reimburse them for employment-related expenses; and other methods to be discovered.

Employer knew it was required to pay Mr. Herrera, and other aggrieved employees these wages owed and due no later than the payday for the next regular payroll period following the payroll period in which the wages were earned, yet it willfully and knowingly failed to do so.

VII. Failure to Pay All Wages Due Upon Discharge or Termination

Pursuant to California Labor Code § 201, 202, and 203, California employers are required to pay all earned and unpaid wages to a non-employee who is discharged. California Labor Code § 201 mandates that if an employer discharges a non-exempt employee, that employee's wages accrued and unpaid at the time of discharge are due and payable immediately. Pursuant to California Labor Code § 202, an employer is required to pay all accrued wages due to a non-exempt employee no later than 72 hours after the employee quits his or her employment, unless the employee provides 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

California Labor Code § 203 provides that if an employer willfully fails to pay, in accordance with California Labor Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the employer is liable for waiting time penalties in the form of continued compensation to the non-exempt employee at the same rate for up to thirty (30) workdays.

Because Employer, among other things, requires Mr. Herrera and other aggrieved employees to work off the clock without compensation, fail to pay them overtime and minimum wages, Employer willfully failed and continues to fail to pay wages due to Mr. Herrera and other aggrieved employees in accordance with California Labor Code §§ 201 and 202.

VIII. Failure to Maintain Required Records

Employer failed to maintain records as required under California Labor Code §§ 226, 1174, and § 7 of IWC Wage Order No. 5-2001 and any other applicable wage order, including but not limited to, the following records: total daily hours worked by each employee; applicable rates of pay; all deductions; meal periods; overtime hours worked; and accurate itemized statements that reflect all compensation and remuneration owed and due to them.

Employer has knowledge that it is not providing its non-exempt employees with proper meal and rest periods and still fail to pay premium payments. Additionally, Employer failed to pay Mr.

Herrera and the other aggrieved employees their overtime compensation and failed to accurately compensate them for this time. Employer also failed to pay Mr. Herrera and other aggrieved employees minimum wages, by failing to pay the regular rate of pay, split shift and reporting time premium payments as described herein.

IX. Failure to Furnish Accurate Itemized Wage Statements

Employer failed to provide Mr. Herrera and other aggrieved employees with timely, accurate, and itemized wage statements in writing showing each employee's gross wages earned, total hours worked, all deductions made, net wages earned, the complete correct names of the legal entity or entities employing Mr. Herrera and other aggrieved employees, the inclusive dates of the period for which the employee is paid, and all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate, in violation of California Labor Code § 226 and § 7 of IWC Wage Order, No. 5-2001 and any other applicable wage orders.

Employer intentionally and knowingly violate Labor Code § 226. Employer's wage statements violate Labor Code § 226 on their face by, among other things, failing to state the hours worked by Mr. Herrera and other aggrieved employees, and their applicable rates of pay for overtime hours worked, actual overtime hours worked and the correct legal name and address of Employer. For example, Employer failed to provide Mr. Herrera and other aggrieved employees with proper meal and rest periods but intentionally failed to include in their wage statements one (1) additional hour of compensation at their regular rates of pay for each non-compliant meal or rest period. Employer's wage statements also fail to list the amounts of tips received by Employees which should have been payable to Mr. Herrera and the other aggrieved employees. Employer also failed to compensate Mr. Herrera and the other aggrieved employees all overtime wages by failing to pay the regular rate of pay based upon nondiscretionary bonus/commission payments and free food and drinks. In addition, Employer require Mr. Herrera and other aggrieved employees to work off the clock without compensation, which is not listed on the wage statements. Employer have also failed to pay Mr. Herrera and other aggrieved employees overtime, minimum and straight-time wages, as described herein, rendering its wage statements incomplete and inaccurate. Finally, Employer did not provide Mr. Herrera with any wage statements during his employment.

X. Failure to Indemnify Employees for Necessary Employment Expenditures

California Labor Code §§2800 and 2802(a) requires an employer to indemnify non-exempt employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer. Employer failed to indemnify Mr. Herrera and the other aggrieved employees for all business expenses and/or losses incurred in direct consequence of the discharge of their duties while working under the direction of Employer, including but not limited to, cellular phone usage for applications Mr. Herrera and the other aggrieved employees were required to download and keep track of their time worked, all expenses incurred relating to the washing and laundering uniforms, work shoes, mileage reimbursement their personal vehicles for work related matters such as making bank deposits; and other items which were not reimbursed, in violation of California Labor Code §§2800 and 2802.

XI. Failure to Implement a Workplace Violence Prevention Policy

California Labor Code §§6401.7 and 6401.9 required Employer to develop and implement a workplace violence prevention plan in accordance with newly codified Labor Code section 6401.9, which sets out the requirements for the plan. Starting July 1, 2024, Employer was required to establish, implement, and maintain a Workplace Violence Prevention Plan that includes: 1) implementation of a Workplace Violence Prevention Plan; 2) maintaining a violence incidence logs; 3) training program to discuss and prevent workplace violence; and 4) maintain records relating to workplace violence which includes, records of workplace violence hazard identifications, evaluations, and correction must be created and maintained for a minimum of five years; training records must be created and maintained;. incident logs; and records of workplace violence incident investigations under must be maintained.

Here, Employer intentionally, knowingly and willfully failed to implement a Workplace Violence Prevention Policy starting on or about July 1, 2024. Mr. Herrera and the other aggrieved employees were employed by Employer as of July 1, 2024, and thereafter. For instance, if a co-worker or customer became violent in the workplace Mr. Herrera would not have known what to do except to call law enforcement. Mr. Herrera is not aware and was not presented with a workplace violence prevention policy during his employment with Employer through his last date of employment. Mr. Herrera on behalf of himself and the other aggrieved employees, are entitled to recover penalties up to $25,000 for serious violations, and up to $158,727 for “willful” violations. See, Labor Code §§6401.7, 6401.9, 6428, and 6429.

XII. Failure to Implement an Indoor Heat Prevention Policy

Employer failed to maintain adequate temperatures which created excessive heat or humidity exposing Mr. Herrera and the other aggrieved employees to temperature related hazards. As of June 20, 2024, through the end of Mr. Herrera’s employment with Employer, he was never provided with an Indoor Heat Prevention Policy applicable to Employer. Employer intentionally and knowingly failed to maintain a comfortable working environment.

On June 20, 2024, the Occupational Safety and Health Standards Board approved California Code of Regulations, Title 8, section 3396, “Heat Illness Prevention in Indoor Places of Employment”. This standard applies to most workplaces where the indoor temperature reaches 82°F. It established required safety measures for indoor workplaces to prevent worker exposure to risk of heat illness. This standard went into effect on July 23, 2024. Employer has failed to comply with the mandates of the new OSHA regulations and California law. The applicable provisions of the IWC Wage Orders require temperature to be maintained at comfortable levels. Section 15 of the applicable Wage Orders States the following:

> "***15. Temperature***
>
> *(A) The temperature maintained in each work area shall provide reasonable comfort consistent with industry-wide standards for the nature of the process and the work performed.*
>
> *(B) If excessive heat or humidity is created by the work process, the employer shall take all feasible means to reduce such excessive heat or humidity to a degree providing reasonable comfort."*

Pursuant to California Labor Code §6721, Employer was mandated to implement indoor heat prevention standards as set forth in the recently amended Sections 3395 and 3396 of Title 8 of the California Code of Regulations, otherwise known as the Maria Isabel Vasquez Jimenez heat illness standard. Employer failed to implement Indoor Heath Prevention policy during Mr. Herrera's employment at each of its locations throughout the State of California.

Section 3396 required Employer to establish, implement, and maintain an effective Heat Illness Prevention Plan for indoor places of employment. The plan must be in writing and include procedures for water provision, access to cool-down areas, temperature measurement, emergency response, and acclimatization. Employer failed to establish, implement and maintain an effective Heat Illness Prevention Plan for both indoor and outdoor places of employment for Mr. Herrera and the other aggrieved employees.

Employer intentional failure to comply with California Labor Code §6721 and the recently amended Section 3395 of Title 8 of the California Code of Regulations will result in the imposition of substantial civil penalties. In particular, California Labor Code §6428 provides that any employer which violates any occupational safety or health standard shall be assessed a civil penalty of up to $25,000 for each serious violation. An employer that operates without an injury prevention program can be assessed heightened penalties of up to $124,708. See, California Labor Code §6429. As a result, Mr. Herrera is requesting the imposition of the maximum penalties be imposed against Employer for ignoring and disregarding their obligations to maintain a safe and healthy working environment in of California Labor Code §6721 and the recently amended Section 3395 of Title 8 of the California Code of Regulations

This notice shall further represent Mr. Herrera's reasonable attempt to settle his dispute with Employer prior to litigation. Pursuant to Graham v. Daimler Chrysler Corp., 34 Cal. 4th 553 (2004), this notice serves to apprise Employer of Mr. Herrera's aforementioned grievances and the proposed remedies as detailed below, while affording Employer a reasonable opportunity to meet Mr. Herrera's demands.

DEMAND

Demand is hereby made that Employer shall agree, in writing received by this office no later than thirty-three (33) calendar days from the postmark date of this notice, to pay Mr. Herrera and all other aggrieved employees employed by Employer at any time during the past twelve (12) months, back pay and compensation for the above-referenced violations. Additionally, the following demands are hereby made:

1. Employer shall agree to conduct a survey or interview of all current and former hourly aggrieved employees in California during the past twelve (12) months to obtain information from them about the number of rest periods and meal periods each employee missed during their work shifts including, but not limited to second meal periods, and about discharging their duties, with the investigation to be completed within thirty (30) days.

2. Employer shall agree to pay each aggrieved employee one (1) hour of pay for every shift in which he or she missed or otherwise did not take a compliant meal or rest period, as required by Labor Code § 226.7.

3. Employer shall agree to pay each aggrieved employee all unpaid overtime hours, as required pursuant to §§ 510, 1194, 1198, and pursuant to all applicable wage orders.

4. Employer shall pay all minimum and straight time wages due to the aggrieved employees, as required pursuant to Labor Code §§ 1194, 1197, and IWC Wage Order No. 5-2001, § 4;

5. Employer shall agree to reimburse those aggrieved employees who were forced to pay for any business expenses incurred for the benefit of Employer;

6. Employer shall account for and pay all tips pursuant to Labor Code § 351; for all tips received within one (1) year from the date of this LWDA Notice;

7. Employer shall agree to pay a thirty (30) day waiting time penalty, equal to thirty (30) days of pay, to each formerly employed aggrieved employee who reports any unpaid wages as described herein;

8. Employer shall agree to pay accrued interest to all aggrieved employees at the rate of ten percent (10%) per annum for said unpaid pages;

9. Employer shall immediately implement a Workplace Violence Prevention Policy, pursuant to California Labor Code §§ 6401.7 and 6401.9, within thirty (30) days of this Notice;

10. Employer shall immediately implement an indoor heat prevention policy consistent with California Labor Code §6721 and the recently amended Section 3395 of Title 8 of the California Code of Regulations, and conduct an audit of the indoor temperatures of its warehouses since July 1, 2024; and

11. Employer shall agree to pay all penalties and civil penalties due arising from the violations of the California Labor Code and IWC wage order sections referenced above and pursuant to PAGA, California Labor Code § 2698 *et seq.*

Employer shall further agree to pay all statutory and civil penalties arising from the violations of the Labor Code and IWC wage order sections referenced herein, including but not limited to Labor Code §§ 2698 *et seq*. (PAGA), 210, 218.5, 225.5, 226.3, 558, 1174.5, 1197.1, 1199, 2802, 2699, Wage Order No. 5-2001, § 20, and all other applicable IWC Wage Orders. Employer shall further agree to create and implement policies and practices that ensure compliance with the California laws referenced herein. Mr. Herrera, on behalf of the State of California, reserves all rights to pursue injunctive and declaratory relief pursuant to Labor Code §§2699 (e)(1) and (k)(1).

If the Labor and Workforce Development Agency intends to investigate the allegations set forth herein, please provide notice via certified mail to:

THE WHEELER LAW FIRM, APC
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Thank you for your prompt attention to this matter.

Very Truly Yours,

Scott Ernest Wheeler

SEW/yc