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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

Kellermeyer Bergensons Services, LLC
C/O CSC Lawyers Incorporating Service
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833-3505

Re: Notice Pursuant to California Labor Code § 2699.3

To Kellermeyer Bergensons Services, LLC. and the LWDA:

My office represents Ms. Yadira Valdovinos Palacios, a former non-exempt, hourly employee of Kellermeyer Bergensons Services, LLC, Ms. Valdovinos Palacios hereby provides notice to Kellermeyer Bergensons Services, LLC, and all related entities (collectively, “Employer”), pursuant to California Labor Code § 2699.3.

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 with respect to their employment, and more specifically, violations of California wage and hour laws, as described below.

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, as well as against 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.

This notice shall be construed as extending without limitation to any past, present, future or continuing violation of the California 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.

Pursuant to the Private Attorneys General Act of 2004 (“PAGA”), California Labor Code § 2698 *et seq.*, this letter sets forth the specific provisions of the California Labor Code and Industrial Welfare Commission (“IWC”) Wage Order No. 5-2001¹ and any other applicable IWC Wage Order, which Ms. Valdovinos Palacios alleges that Employer has violated, including the facts and theories to support the alleged violations.

PRELIMINARY STATEMENT

Among other things, Ms. Valdovinos Palacios alleges that Employer is liable for the following: failure to provide meal and rest periods to aggrieved employees, in violation of California Labor Code §§ 226.7, 510, 512, 558, 1194, 1197 and Wage Order No.5-2001, §§ 10-11 (including requiring employees to carry cell phones during meal periods, auto-deducting meal periods); failure to provide for recovery periods in violation of California Labor Code § 226.7 and California Code of Regulations, Title 8, Section 3395; failure to pay one addition hour of compensation to aggrieved employees at their regular rates of pay for each work day that a meal, recovery or rest period is not provided, in violation of California Labor Code § 226.7 and Wage Order No. 5-2001, §§11(B) and 12(B) (including the failure to pay premium payments at the regular rate of pay); failure to pay aggrieved employees overtime wages, and failure to properly calculate overtime wages, in violation of California Labor Code §§ 510, 1194, 1198, and Wage Order No. 5-2001, § 3 (including off the clock work, failure to pay the regular rate of pay editing and/or manipulating time entries); failure to pay minimum wages and straight time to aggrieved employees in violation of California Labor Code §§ 510, 1194 and IWC Wage Order. 5-2001, §4; failure to time pay wages, in violation of California Labor Code §§200, 204 and 210; willful failure to pay discharged or quitting aggrieved employees all wages due, in violation of California Labor Code §§ 201-203; failure to provide accurate itemized wage statements to aggrieved employees, in violation of California Labor §§ 226, 1174, and 1174.5; failure to maintain required records of aggrieved employees, in violation of California Labor Code §§ 1174, 1174.5, and Wage Order No. 5-2001, § 14; failure to pay sick leave at the regular rate of pay, failure to indemnify aggrieved employees for employment expenditures, and/or losses, in

¹ Hereinafter, when reference is made to Wage Order No. 5, it shall include reference to corresponding sections of IWC Wage Order No. 16 and any other wage orders that are or may be applicable.

violation of California Labor Code §2802; failure to provide suitable resting facilities, in violation of IWC Wage Order No. 5-2001; failure to implement a Workplace Prevention Policy, in violation of California Labor Code §§6401.7 and 6401.9; 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; and the failure to provide all employment records, in violation of Labor Code §§226, 1198.5 and IWC Wage Order No. 5-2001, § 7.

This letter also serves as notice of Ms. Valdovinos Palacios's demand for preservation and non-spoilation of evidence, requesting that all relevant documents and data be saved and that all electronic files and hard-copy documents that are related to Ms. Valdovinos Palacios'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

Ms. Valdovinos Palacios is employed by Employer as a custodian, a non-exempt, hourly position paid at an hourly rate of \$17.25. Ms. Valdovinos Palacios was responsible for maintaining cleanliness in restrooms, disposing of rubbish, and carrying out additional tasks as directed by her employer. Ms. Valdovinos Palacios was assigned to work on-site at Employer's customer located at 2690 Arch Airport Road Stockton, California 95206. Ms. Valdovinos Palacios has been employed by Employer from on or around April of 2025, through April 16, 2025.

Ms. Valdovinos Palacios, on behalf of herself 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 § 116.7, 512, 558 and IWC Order No. 5-2001, § 11, 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. Non-exempt employees are also entitled to two (2) meal periods of not less than thirty (30) minutes for a work period longer than ten (10) hours. An employer is required to pay one (1) hour of compensation for each missed or non-compliant meal periods to its non-exempt employees. Moreover, Employer restricted Ms. Valdovinos Palacios and the other aggrieved employees and prevented them from leaving their work areas, and Employer's meal policy failed to provide that Ms. Valdovinos Palacios and the other aggrieved employees could leave the worksite when taking their meal periods.

Employer regularly did not allow their non-exempt employees, including Ms. Valdovinos Palacios, 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). Among other things, Employer did not properly staff its commercial cleaning and facility services business such that Ms. Valdovinos Palacios and the other aggrieved employees could not take compliant meal periods. This practice caused Ms. Valdovinos Palacios and the other aggrieved employees to miss or otherwise take non-compliant meal periods.

Next, Employer consistently denied Ms. Valdovinos Palacios 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 to return to work after taking a meal period lasting less than thirty (30) minutes. Further, Ms. Valdovinos Palacios and the other aggrieved employees could not leave their workstations, which resulted in taking non-compliant meal periods.

Employer further violated California Labor Code § 226.7 and IWC Wage Order No. 5-2001 by willfully failing to compensate Ms. Valdovinos Palacios 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, based upon nondiscretionary incentive payments, for each workday that a compliant meal period was not provided.

II. Rest Period Violations

Employer failed to authorize and permit Ms. Valdovinos Palacios 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 at Ms. Valdovinos Palacios and the other aggrieved employees regular rate of pay, based upon nondiscretionary incentive payments for each day in which a legally compliant rest period is not provided. Moreover, Employer restricted Ms. Valdovinos Palacios and the other aggrieved employees and prevented them from leaving their work areas when taking their rest periods, and Employer's rest period policy failed to provide that Ms. Valdovinos Palacios and the other aggrieved employees could leave the worksite when taking their rest periods.

As with meal periods, Employer's policies and practices caused Ms. Valdovinos Palacios 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. This was the result of systemic understaffing. For example, Ms. Valdovinos Palacios was constantly busy with his job duties such that he could not take complete and uninterrupted rest periods. Employer maintained complete control over the

aggrieved employees when they attempted to take rest periods (requiring aggrieved employees to carry cell phones); and other methods yet to be discovered.

Employer further violated California Labor Code § 226.7 and IWC Order No. 5-2001 § 12 by failing to pay Ms. Valdovinos Palacios 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. Recovery Period Violations

Employer intentionally and knowingly failed to provide recovery periods to the aggrieved employees as required under California Labor Code § 226.7 and California Code of Regulations, Title 8, Section 3395. Employer is required to provide recovery or “cooldown” periods to non-exempt employees in order to prevent heat illness. Further, Employer is required to pay one (1) additional hour of compensation at the non-exempt employee’s regular rate of pay for each workday in which the recovery period is not provided.

Ms. Valdovinos Palacios and the other aggrieved employees worked in excessive heat and were not provided with recovery periods. Despite these work conditions, Employer failed to implement any policy or practice of providing proper recovery periods to their hourly, non-exempt employees.

Employer has similarly failed to make any efforts to comply with heat illness prevention regulations by providing for recovery periods or by supplying sufficient amounts of drinking water. There have been many days when Employer did not provide aggrieved employees with any water, and aggrieved employees had no knowledge they were entitled to take recovery periods and thus they never took them.

Employer further violated California Labor Code § 226.7 by failing to pay aggrieved employees one (1) additional hour of compensation at their regular rates of pay for each workday that a recovery period was not provided.

IV. Failure to Pay Overtime Wages

Pursuant to California Labor Code §§ 510, 1194 and IWC Wage Order No. 5-2001, § 3, Employer is required to compensate Ms. Valdovinos Palacios 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 day of any workweek, or after twelve (12) hours in any workday.

Ms. Valdovinos Palacios and other aggrieved employees are entitled to the protections of California Labor Code §§ 510, 1195 and IWC Wage Order No. 5-2001. Employer has failed to compensate Ms. Valdovinos Palacios 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 as provided by California Labor Code §§ 510, 1194 and IWC Wage Order No. 5-2001, § 3; requiring, permitting or suffering Ms. Valdovinos Palacios and other aggrieved employees to work through meal and rest periods but not compensating them for this time, illegally and inaccurately recording time in which Ms. Valdovinos Palacios and other aggrieved employees worked; rounding and/or manipulating time cards; failing to pay for pre-work and post-work; and other methods to be discovered.

V. Failure to Pay Minimum Wages and Straight Time Pay

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 wage for all hours worked by, among other things: requiring, permitting or suffering Ms. Valdovinos Palacios and other aggrieved employees to work off the clock; requiring, permitting or suffering Ms. Valdovinos Palacios 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 Ms. Valdovinos Palacios and other aggrieved employees worked; compensating less the minimum wage for cleaning additional rooms; and other methods to be discovered.

VI. Failure to Timely Pay All Wages Earned

Employer violated California Labor Code §§200, 204 and 210. California Labor Code §200 provides an employer must compensate an 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 Ms. Valdovinos Palacios, and aggrieved employees on their regularly scheduled payday for all labor performed during the preceding pay period by, among other things, failing to pay Ms. Valdovinos Palacios, 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 Ms. Valdovinos Palacios, 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 at 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, California employers are 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, has required Ms. Valdovinos Palacios and other aggrieved employees to work off the clock without compensation, has required them to work through their meal and rest periods without proper compensation and/or remuneration, failed to pay premium payments for missed/noncompliant meal and rest periods; failure to pay minimum wages for cleaning additionally rooms; and it has willfully failed and continues to fail to pay wages due to Ms. Valdovinos Palacios and other aggrieved employees in accordance with California Labor Code §§ 201 and 202.

VIII. Failure to Maintain Required Records

Employer has failed to maintain records as required under California Labor Code §§ 226, 1174 and IWC Wage Order No. 5-2001, § 7, including but not limited to, the following records: total daily hours worked by each employee; applicable rates of pay; all deductions; meal periods; time records showing when each employee begins and ends each work period; failure to provide accurate itemized statements reflecting 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 but omits from the wage statements such compensation and/or

remuneration. Additionally, Employer requires aggrieved employees to work through meal and rest periods and work off the clock and fails to record this time or compensate for this time, and failed to maintain records for all hours worked by Ms. Valdovinos Palacios and the other

IX. Failure to Furnish Accurate Wage Statements

Employer has failed to provide Ms. Valdovinos Palacios and other aggrieved employees with timely, accurate, and itemized wage statements (i.e., pay stubs) in writing showing each employee's gross wages earned, total hours worked, all deductions made, net wages earned, the name and address of the legal entity employing, Ms. Valdovinos Palacios 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, premium pay for missed meal, recovery and rest periods, all in violation of California Labor Code § 226 and IWC Wage Order No. 5-2001, § 7. Employer also failed to pay the regular rate of pay for meal and rest period premium payments and for sick leave based upon nondiscretionary commission payments.

X. Failure to Comply With Labor Code § 246

Labor Code § 246 provides that an employee who works in California for more than "30 or more days within a year ... is entitled to be paid sick days ..." Labor Code Section § 246 (i) requires an employer to provide an employee with "written notice" that sets forth the "amount of sick leave available" on the employee's wage statement pursuant to Labor Code § 226 or "... in a separate writing provided on the designated pay date with the employee's payment of wages."

Moreover, Employer is required to pay sick leave at the regular rate of pay. See, Labor Code § 246. Here, Employer failed to provide Ms. Valdovinos Palacios and the aggrieved employee with sick leave at the regular rate of pay based upon nondiscretionary incentive payments.

XI. Failure to Provide Suitable Seating

IWC Wage Order No. 5-2001, § 14 provides:

“(A) All working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.

(B) When employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.”

Employer has failed to provide suitable seating by not providing any seats or stools at work locations worked by Plaintiff and other aggrieved employees. The nature of the work reasonably permits the use of seats when working. To the extent that the use of seats could interfere with their work duties, at all times herein it is and has been reasonable for Employer to place seats in reasonable proximity to the areas worked by Ms. Valdovinos Palacios and other aggrieved employees when doing so would not interfere with their job duties.

XII. Failure to Indemnify Employees for Necessary Employment Expenditure

California Labor Code § 2802(a) requires California 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 has failed to indemnify Ms. Valdovinos Palacios and 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 in violation of California Labor Code § 2802. Employer failed to properly indemnify Ms. Valdovinos Palacios and other aggrieved employees for use of their personal cell phones, use of personal automobiles, mileage, maintenance of their mandatory uniforms; cleaning supplies and other unreimbursed expenses which they used regularly for work purposes.

XIII. Failure to Implement 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 log; 3) training program to discuss and prevent workplace violence; and 4) maintain records relating to workplace violence which includes, records or 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 must be maintained.

Here, during the employment of Ms. Valdovinos Palacios, Employer failed to a workplace violence prevention policy. In particular, during Ms. Valdovinos Palacios's employment at Employer, she is not aware of the existence of a violence prevention policy as she was not provided with a policy or required to sign acknowledgement confirming the existence of such a policy.

As a result, Employer willfully failed to implement a Workplace Violence Prevention Policy starting on or about July 1, 2024. Ms. Valdovinos Palacios 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 §§ 6401.17, 6401.9, 6428, and 6429

XIV. Failure to Implement an Indoor/Outdoor Heat Prevention Policy

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.

Here, Employer failed to maintain adequate temperatures which created excessive heat or humidity exposing Ms. Valdovinos Palacios and the other aggrieved employees to temperature related hazards. Employer failed to maintain a comfortable working environment. In particular, during Ms. Valdovinos Palacios’s employment at Employer, she is not aware of the existence of a heat prevention policy as she was not provided with a policy or required to sign acknowledgement confirming the existence of such a policy.

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 Heat Prevention policies for Ms. Valdovinos Palacios and the aggrieved employees at its hotels 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 Ms. Valdovinos Palacios and the other aggrieved employees.

Employer's 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. Any Employer that operates without an injury prevention program can be assessed heightened penalties of up to \$124,708. See, California Labor Code §6429.

XV. Failure to Provide Employment Records

California Labor Code §1198.5 and IWC Wage Order No. 5-2001, § 7 require California employers to provide to copies of their personnel files and certain other employment records upon their request. On May 9, 2025 and July 10, 2025, Ms. Valdovinos Palacios, through counsel of record, requested copies of these records from Employer. An authorization form, expressly permitting the disclosure of these records to counsel, signed by Ms. Valdovinos Palacios was submitted to Employer along with the request. Employer failed to respond to the request for the employer records and personnel file of Ms. Valdovinos Palacios within the statutory time limits, i.e. 21 days for wage records and 30 days for a personnel file request.

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

DEMAND

Demand is hereby made that Employer shall agree, writing received by this office no later than thirty-three (33) calendar days from the postmark date of this notice, to pay Ms. Valdovinos Palacios 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, demand is hereby made that Employer shall agree to comply with all California wage and hour laws as described herein and ensure that its hourly aggrieved employees are paid proper overtime compensation and given required meal and rest periods. In addition, the following demands are hereby made:

1. Employer shall agree to conduct a survey or interview of all aggrieved employees in California during the past twelve (12) months to obtain information from them about the number of meal, recovery and rest periods each employee missed, interrupted, late, or otherwise non-compliant, during their work shifts, 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, interrupted, or otherwise did not take a compliant meal, recovery or rest period, payable at the regular rate of pay, as required by California Labor Code § 226.7 and the applicable wage order.
3. Employer shall agree to pay each aggrieved employee all unpaid overtime, minimum, and straight time hours, as required pursuant to California Labor Code §§ 510, 1194, 1198, and Wage Order No. 5-2001, § 3.
4. Employer shall conduct a survey of all aggrieved employees to determine if he, she or they have unreimbursed business expenses, and agree to reimburse those aggrieved employees who were forced to pay for any business expenses incurred for the benefit of Employer pursuant to California Labor Code § 2802;
5. Employer shall conduct an audit to confirm that suitable seating is provided to all aggrieved employees, where reasonably practicable, within (30) days of this Notice;
6. Employer shall provide copies of all documents used for obtaining and/or holding employment as requested by Ms. Valdovinos Palacios and any aggrieved employee within thirty (30) days of this 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 thereafter shall issue corrected and revised wage statements, within sixty (60) days of receipt of this Notice;
9. Implement a Workplace Violence Prevention Policy, pursuant to California Labor Code §§ 6401.7 and 6401.9, within thirty (30) days of this Notice;
10. Implement an Occupational Safety and Health Standards Board approved California Code of Regulations, Title 8, section 3396 policy, within thirty (30) days of this Notice;

11. Employer shall agree to pay accrued interest to all aggrieved employees at the rate of ten percent (10%) per annum for said unpaid wages; and
12. 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), 204, 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. Ms. Valdovinos Palacios, 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) in any action.

If the Labor and Workforce Development Agency intends to investigate the allegations set forth herein, please provide notice, via United States Certified Mail to:

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In the event that you have any questions, do not hesitate to contact my firm.

Very Truly Yours,



SCOTT ERNEST WHEELER

SEW/yc