



H A U L K & H E R R E R A L L P

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September 2, 2025

VIA ONLINE SUBMISSION

Labor & Workforce Development Agency
Attn: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, California 94102

Re: **Private Attorney General Act Notice**

Dear PAGA Administrator:

This firm represents Gavin Fox (“**Plaintiff**”) with respect to Plaintiff’s claims against The University Club of San Francisco (“**Defendant**”).

The purpose of this letter is to comply with Labor Code section 2699.3, which requires an aggrieved employee to notify their employer and the Labor & Workforce Development Agency (“**LWDA**”) of the provisions of the Labor Code that the employer has allegedly violated before filing a civil claim under California’s Labor Code Private Attorneys General Act (“**PAGA**”).

As used herein, the term “**Aggrieved Employees**” refers to Plaintiff and to all current and former employees of Defendant who have worked for Defendant in the State of California. Plaintiff has suffered each of the Labor Code and Wage Order violations asserted herein.

SUMMARY OF FACTS

Plaintiff Gavin Fox has been employed by The University Club of San Francisco from approximately February 7, 2023. He remains employed as of the date of the filing of this Complaint. Plaintiff was initially hired as a part-time hourly Night Auditor in the Club’s hotel operations. In that role, Plaintiff was paid an hourly rate and regularly worked Saturday and Sunday overnight shifts from 11:00 p.m. to 7:00 a.m. He was required to clock in and out using the Club’s timekeeping system. Despite working more than 8 hours in a shift and being entitled to meal and rest breaks, Plaintiff was routinely denied compliant breaks and was not provided any corresponding premium pay for missed breaks.



In June 2023, Plaintiff was promoted to the position of Catering Sales Coordinator. In this new role, he was paid a base salary plus commission but was no longer required to track his hours or clock in and out. Plaintiff worked on average five days per week, Tuesday through Saturday, from approximately 11:00 a.m. to 10:00 p.m.—typically exceeding 50 hours per week.

In or around November 2023, Plaintiff was again promoted, this time to Catering Sales Manager. Plaintiff's duties included coordinating and managing weddings and other private events, conducting venue tours, vendor communication, preparing contracts and billing, and overseeing execution of events. Approximately 60% of his department's revenue came from weddings, which demanded significant time and attention. Despite the managerial-sounding title, Plaintiff's primary duties were routine event coordination and administrative tasks. He did not supervise other employees, exercise discretion and independent judgment on significant matters, or manage a department of the business.

Throughout his tenure in the catering department, Plaintiff regularly worked well in excess of 40 hours per week, without receiving any overtime compensation. Plaintiff was misclassified as an exempt employee and was unlawfully denied overtime pay, meal and rest break premiums, and accurate itemized wage statements reflecting all hours worked.

SUMMARY OF CLAIMS

Plaintiff alleges that Defendant engaged in a pattern of knowingly violating numerous Labor Code sections. In particular, Defendant has violated California's wage and hour laws by:

a) **Unpaid Wages:** Failing to pay Aggrieved Employees for all hours worked (including overtime), in violation of the applicable Wage Order and Labor Code sections 204, 510, 1194 et seq.

b) **Meal/Rest Breaks (Failure to Provide):** Failing to permit Aggrieved Employees to take timely rest/meal breaks in violation of Labor Code section 226.7, 512, and the applicable Wage Order.

c) **Meal/Rest Breaks (Failure to Pay Premium Pay):** Failing to pay premium pay to Aggrieved Employees for missed or untimely rest/meal breaks, in violation of Labor Code sections 226.7 and 512.

d) **Failure to Pay Wages (Intervals):** Failing to pay all earned wages (including overtime compensation, and premium pay for missed meal and rest breaks), to Aggrieved Employees at least twice a month in violation of Labor Code section 204.



e) **Wage Statement Violations:** Failing to maintain and furnish to Aggrieved Employees accurate, itemized statements of hours worked, gross and net wages earned all applicable hourly rates in effect during the pay period and the number of hours worked at each hourly rate, and deductions in violation of the applicable Wage Order and Labor Code sections 226 and 226.3.

f) **Waiting Time Penalties:** Failing to pay all earned wages (including overtime compensation, and premium pay for missed meal breaks) at the time of termination or within 72 hours of resignation to Aggrieved Employees in violation of Labor Code sections 201, 202, 203, 206, and 227.3.

g) **Failure to Reimburse:** Failing to reimburse Aggrieved Employees for business expenses in violation of Labor Code section 2802.

h) **Violation of IWC Wage Order:** As set forth above, Plaintiff's violations of the Labor Code are also violations of the applicable IWC Wage Order, including those Paragraphs identified as "Hours and Days of Work," "Minimum Wages," "Reporting Time Pay," "Records," "Meal Periods," and "Rest Periods."

Plaintiff has suffered the violations alleged herein. This notice is based on the facts currently known to Plaintiff and is made without prejudice to Plaintiff's right to seek all available remedies for any and all additional violations that may subsequently be discovered or identified.

Please advise this office within 65 days of the post-mark date of this notice whether the Labor & Workforce Development Agency intends to investigate the above-noted Labor Code and Wage Order violations. Thank you for your attention to this matter.

Very truly yours,

Jose M. Herrera

cc: The University Club of San Francisco - *via Certified Mail/Return Receipt Requested*