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September 2, 2025

NOTICE OF PRIVATE ATTORNEYS GENERAL ACT CLAIM
PURSUANT TO LABOR CODE §2699.3

To: California Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Suite 801
Oakland, California 94612
Via Online Submission Only

Department of Industrial Relations
Accounting Unit
455 Golden Gate Avenue, 10th Floor
San Francisco, California 94102
Certified Mail Number: 9589 0710 5270 2376 2525 54

Latitude 36 Foods, LLC
c/o Leslie Surber, Agent for Service of Process
340 El Camino Real, Suite 50 S
Salinas, California 93901
Certified Mail Number: 9589 0710 5270 2376 2525 61

Latitude 36 Foods, LLC
Attn: Human Resources
17 Longitude Way
Corona, California 92879
Certified Mail Number: 9589 0710 5270 2376 2525 78

Fairway Staffing Services
c/o Gina Romano, Agent for Service of Process
17777 Center Court Dr. North, Ste. 150
Cerritos, California 91342
Certified Mail Number: 9589 0710 5270 2376 2525 85

Fairway Staffing Services
Attn: Human Resources
17777 Center Court Dr. North, Ste. 150
Cerritos, California 91342
Certified Mail Number: 9589 0710 5270 2376 2525 92

From: Luz Esmeralda Valladares, on behalf of herself and other current and former aggrieved, California-based, hourly non-exempt employees of Fairway Staffing Services and Latitude 36 Foods, LLC

Factual Statement and Theories of Labor Code Violations

This office represents aggrieved employee Luz Esmeralda Valladares ("Claimant") with respect to Claimant's claims under the California Labor Code against Fairway Staffing Services and Latitude 36 Foods, LLC. (including any and all affiliates, subsidiaries, parents, directors, and officers thereof) (collectively referred to herein as "Employers"). Claimant was formerly employed by Employers as an hourly non-exempt employee from in or around June 25, 2024 through in or around May 16, 2025.

Claimant intends to bring a representative action seeking penalties for violations of the California Labor Code which are recoverable under the Labor Code Private Attorneys General Act of 2004, California Labor Code § 2698, et seq. ("PAGA"). Claimant is seeking penalties on behalf of herself and in a representative capacity on behalf of the State of California and all current and former hourly-paid and/or non-exempt employees who worked for Employers in the State of California during the relevant statutory period ("Aggrieved Employees"). This letter is being sent in compliance with California Labor Code section 2699.3 and shall serve as Claimant's notice of the provisions of the California Labor Code alleged to have been violated, including the facts and theories in support thereof.

As detailed below, Employers violated several of California's wage and hour laws during Claimant's employment, including but not limited to California Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 227.3, 246, 245-248.5, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, and the Industrial Welfare Commission Wage Orders ("IWC Wage Orders"). The claims made on behalf of Claimant and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY THE MINIMUM WAGE RATE OF PAY FOR ALL HOURS WORKED

Claimant maintains that during her employment, Employers failed to pay her and Aggrieved Employees with compensation at the minimum wage rate of pay for all the hours that they worked in violation of Labor Code §§ 1194 and 1197. Labor Code § 1197 provides, "The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful." Labor Code § 1194 states, "...any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit."

Claimant maintains that during her employment, she and Aggrieved Employees worked more hours per day than Employers credited them for having worked based on the following:

Employers maintained and enforced unlawful policies, practices, and procedures that required Claimant and Aggrieved Employees to perform work off-the-clock, including after clocking out at the end of their scheduled shifts and during uncompensated meal periods. These practices deprived employees of earned minimum and overtime wages in violation of California labor laws.

Based on information and belief, Employers required Claimant and Aggrieved Employees to clock out for the end of their shifts, but to remain on the premises and continue performing necessary work duties. For example, production line employees were routinely required to stay after clocking out in order to finish packaging salad kits, label trays, or complete production quotas for the day. Claimant and Aggrieved Employees were further expected to clean, sanitize, and reset machinery and work areas before leaving, even though they were no longer "on the clock." Supervisors and leads also required Claimant and Aggrieved Employees to provide shift-status updates, debriefings, and handoffs to the incoming crew after clocking out, all of which constituted uncompensated work.

Similarly, during unpaid meal periods, Claimant and Aggrieved Employees were frequently interrupted or directed to continue performing tasks essential to the company's operations. For instance, Claimant and Aggrieved Employees were asked to remain on or near the production floor to address machine malfunctions, to retrieve ingredients or supplies needed for upcoming runs, or to assist co-workers to ensure that production lines did not fall behind schedule. In other cases, Claimant and Aggrieved Employees were required to attend brief stand-up meetings during their unpaid meal breaks, or to respond to work-related questions from supervisors, effectively converting their meal periods into uncompensated working time.

In addition, Claimant and Aggrieved Employees were pressured to respond to work-related communications while off-the-clock, specifically from supervisors regarding scheduling, production targets, and/or work assignments. Claimant and Aggrieved Employees were also directed to review or sign work-related documents before or after their recorded shifts without compensation.

These off-the-clock requirements were not isolated or incidental. Rather, they reflected Employers systemic policies and practices, which consistently resulted in Claimant and Aggrieved Employees performing uncompensated work. Consequently, Claimant and Aggrieved Employees were underpaid minimum wages and denied premium overtime compensation for hours worked in excess of eight per day and forty per week, in direct violation of the California Labor Code.

Based on these violations, Claimant intends to seek civil penalties pursuant to the Private Attorney General Act ("PAGA"), Labor Code § 2698, et seq. and Labor Code § 1197.1, subds. (a)(1)-(2), on behalf of the Labor and Workforce Development Agency ("LWDA") against Employers if authorized to file a representative action on behalf of the State of California. Claimant will also seek statutory penalties under Labor Code § 226(a)(1) because the failure to pay such minimum wages for all hours worked rendered Claimant's and Aggrieved Employees pay calculations inaccurate and in violation of Labor Code § 226(e)(2)(B)(i)).

2. FAILURE TO PAY OVERTIME WAGES FOR OVERTIME HOURS WORKED AND/OR FAILURE TO THE PROPER OVERTIME RATE OF PAY DUE TO EMPLOYERS' FAILURE TO INCLUDE ALL REMUNERATION WHEN CALCULATING THE REGULAR RATE OF PAY FOR PURPOSES OF PAYING OVERTIME WAGES

Claimant maintains that Employer failed to pay her and Aggrieved Employees for the overtime hours that they worked at their overtime rate of pay.

Labor Code § 510 provides:

> "Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee."

Overtime is based upon an employee's regular rate of pay. "The regular rate at which an employee is employed shall be deemed to include all remuneration for employment paid to, or on behalf, of the employee." *See* Division of Labor Standards Enforcement – Enforcement Policies and Interpretations Manual, Section 49.1.2.

Finally, Labor Code § 1194 provides, "...any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit."

As stated above, Claimant maintains that Employers failed to pay her and Aggrieved Employees for all of the hours that they worked based on the following:

Employers maintained and enforced unlawful policies, practices, and procedures that required Claimant and Aggrieved Employees to perform work off-the-clock, including after clocking out at the end of their scheduled shifts and during uncompensated meal periods. These practices deprived employees of earned minimum and overtime wages in violation of California labor laws.

Based on information and belief, Employers required Claimant and Aggrieved Employees to clock out for the end of their shifts, but to remain on the premises and continue performing necessary work duties. For example, production line employees were routinely required to stay after clocking out in order to finish packaging salad kits, label trays, or complete production quotas for the day. Claimant and Aggrieved Employees were further expected to clean, sanitize, and reset machinery and work areas before leaving, even though they were no longer "on the clock." Supervisors and leads also required Claimant and Aggrieved Employees to provide shift-status updates, debriefings, and handoffs to the incoming crew after clocking out, all of which constituted uncompensated work.

Similarly, during unpaid meal periods, Claimant and Aggrieved Employees were frequently interrupted or directed to continue performing tasks essential to the company's operations. For instance, Claimant and Aggrieved Employees were asked to remain on or near the production floor to address machine malfunctions, to retrieve ingredients or supplies needed for upcoming runs, or to assist co-workers to ensure that production lines did not fall behind schedule. In other cases, Claimant and Aggrieved Employees were required to attend brief stand-up meetings during their unpaid meal breaks, or to respond to work-related questions from supervisors, effectively converting their meal periods into uncompensated working time.

In addition, Claimant and Aggrieved Employees were pressured to respond to work-related communications while off-the-clock, specifically from supervisors regarding scheduling, production targets, and/or work assignments. Claimant and Aggrieved Employees were also directed to review or sign work-related documents before or after their recorded shifts without compensation.

These off-the-clock requirements were not isolated or incidental. Rather, they reflected Employers systemic policies and practices, which consistently resulted in Claimant and Aggrieved Employees performing uncompensated work. Consequently, Claimant and Aggrieved Employees were underpaid minimum wages and denied premium overtime compensation for hours worked in excess of eight per day and forty per week, in direct violation of the California Labor Code.

Additionally, when Employers did pay overtime wages to Claimant and Aggrieved Employees, Employer failed to pay the overtime wages at the proper overtime rate of pay due to Employers' failure to include all remuneration when calculating the overtime rate of pay. Specifically, Employers maintained a policy, practice, and/or procedure that entirely excluded additional remuneration Employee and Aggrieved Employees earned including, but not limited to, bonus compensation, commissions, and/or incentives when calculating Claimant's and Aggrieved Employees' regular rate of pay for the purpose of paying overtime. As a result, Claimant is informed and believes that Employers failed to pay her and Aggrieved Employees for all overtime hours worked and failed to pay overtime wages at their proper overtime rate of pay.

Based on these violations, Claimant intends to seek civil penalties pursuant to the PAGA, Labor Code § 2698, et seq. and Labor Code §§ 558 and/or 1197.1, subds. (a)(1)-(2), on behalf of the LWDA against Employers if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employers' failure to pay overtime wages for overtime hours worked and/or failure to pay overtime wages at the proper overtime rate of pay, Claimant will also seek statutory penalties under Labor Code § 226(a)(1) because the failure to pay such overtime wages and/or failure to pay them at the proper overtime rate of pay rendered Claimant's and Aggrieved Employees' pay calculations inaccurate and in violation of Labor Code § 226(e)(2)(B)(i).

3. FAILURE TO AUTHORIZE OR PERMIT MEAL PERIODS IN VIOLATION OF LABOR CODE §§512 AND 226.7

Claimant maintains that during her employment, Employers failed to maintain compliant meal period polices. California law requires an employer to provide an employee an uninterrupted meal period of no less than 30-minutes in which the employee is relieved of all duties and the employer relinquishes control over the employee's activities prior to the employee's sixth hour of work. Cal. Lab. Code §§ 226.7, 512; Wage Order 8, §11; *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second such meal period of not less than 30 minutes prior to the start of the eleventh hour of work. *Id.* If the employer requires the employee to remain at the work site or facility during the meal period, the meal period must be paid. This is true even where the employee is relieved of all work duties during the meal period. *Bono Enterprises, Inc. v. Bradshaw* (1995) 32 Cal.App.4th 968. Labor Code § 226.7 provides that if an employee does not receive a required meal or rest period that "the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided."

Claimant maintains that Employers failed to authorize or permit her and Aggrieved Employees to take compliant meal periods based on the following:

- Employers regularly required Claimant and other Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour of work. Meal periods, when provided, were oftentimes short and/or interrupted. Nevertheless, Employers automatically deducted 30 minutes from Claimant and Aggrieved Employees daily hours worked and attributed that time to a first meal period.

- Employers maintained a policy, practice, and/or procedure whereby Employers failed to authorize or permit Claimant and Aggrieved Employees' to [take first meal periods prior to the end of the fifth hour of work].

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employers did not have legally compliant policies regarding the provision and timing of meal periods or systematically disregarded its own purported meal period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during meal periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on maximizing profits over employees' right to receive timely, uninterrupted, and duty-free meal periods.

Further, Claimant alleges, Employers maintained a policy, practice, and/or procedure whereby they failed to pay Claimant and Aggrieved Employees a meal period premium wage of one additional hour of pay at their regular rate of compensation for each work day that Employers failed to authorize or permit all required meal periods, timely meal periods, meal periods of at least 30 minutes, uninterrupted meal periods, and/or duty free meal periods as required by Labor Code § 226.7.

Additionally, on occasions Employers did pay Claimant and Aggrieved Employees a "premium" wage for late, missed, short, or on-premise meal periods, Employers failed to pay it at one additional hour of pay at Claimant's and Aggrieved Employees' regular rate of compensation. Specifically, Employers maintained a policy, practice, and/or procedure that entirely excluded additional remuneration Claimant and Aggrieved Employees earned including, but not limited to, bonus compensation, commissions, and/or incentives _[identify diff. types of bonuses / commissions / other additional remuneration]_ when calculating Claimant's and Aggrieved Employees' regular rate of pay for the purpose of paying meal period premiums.

Based on these violations, Claimant intends to seek civil penalties pursuant to the PAGA, Labor Code §2698, et seq. on behalf of the LWDA against Employers if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employers' failure to authorize or permit meal periods and/or failure to pay meal period premiums at the proper rate of pay due to failure to include all remuneration when calculating the regular rate of pay or pay meal period premium wages, Claimant will seek statutory penalties under Labor Code § 226(a)(1) because the failure to pay such meal period premiums or failure to pay meal period premiums at the proper rate rendered Claimant's and Aggrieved Employees' pay calculations inaccurate and in violation of Labor Code § 226(e)(2)(B)(i).

4. FAILURE TO AUTHORIZE OR PERMIT REST PERIODS IN VIOLATION OF LABOR CODE §226.7

Claimant maintains that during her employment, Employers failed to maintain compliant rest period polices. California law requires that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof...." Wage Order 8, §12. Employees are entitled to 10 minutes' rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on." *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Lab. Code § 226.7. Additionally, the rest period requirement "obligates employers to permit-and authorizes employees to take-off-duty rest periods." *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. That is, during rest periods employers must relieve employees of all duties and relinquish control over how employees spend their time. *Id.* If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided." Wage Order 8, §12; Lab. Code §226.7.

Claimant maintains that Employers failed to authorize or permit her and Aggrieved Employees to take compliant meal periods based on the following:

- Despite that California law requires Employer to provide Claimant with one 10 minute rest break when an employee's work shift is in excess of 3.5 hours, a second 10 minute rest break when a shift is in excess of 6 hours, a third 10-minute rest break when a shift is in excess of 10 hours, Employer regularly failed to do so. As a result, Claimant and Aggrieved Employees did not receive legally compliant rest periods as they were untimely, on-duty, or were not taken at all.

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during rest periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees' right to receive rest periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the rest periods which were not provided to them in compliance with California law. Accordingly, Employers violated the applicable IWC Wage Orders and California Labor Code §§ 226.7, and 1198.

Based on these violations, Claimant intends to seek civil penalties pursuant to the PAGA, Labor Code § 2698, et seq. on behalf of the LWDA against Employers if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employers' failure to authorize or permit rest periods or pay rest period premium wages, Claimant will seek statutory penalties under Labor Code § 226(a)(1) because the failure to pay such rest period premiums rendered Claimant's and Aggrieved Employees' pay calculations inaccurate and in violation of Labor Code § 226(e)(2)(B)(i).

5. FAILURE TO TIMELY PAY EARNED WAGES DURING EMPLOYMENT

In California, wages must be paid at least twice during each calendar month on days designated in advance by the employer as regular paydays, subject to some exceptions. Labor Code § 204(a). Wages earned between the 1st and 15th days, inclusive, of any calendar month must be paid between the 16th and the 26th day of that month and wages earned between the 16th and the last day, inclusive, of any calendar month must be paid between the 1st and 10th day of the following month. *Id.* Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be paid within seven (7) calendar days following the close of the payroll period in which wages were earned. Labor Code § 204(d).

Employer's aforementioned policies, practices, and/or procedures resulted in their failure to pay Claimant and Aggrieved Employees their earned wages within the applicable time frames outlined in Labor Code § 204.

6. FAILURE TO PROVIDE SICK PAY AT THE REGULAR RATE

In California, sick pay must be compensated at the employee's regular rate of pay, for the workweek in which the paid leave was taken, or at a rate determined by averaging total wages excluding overtime over 90-days. (Lab. Code § 246(1).) Claimant maintains that Employers failed to pay Claimant and Aggrieved Employees, sick pay at the correct rate. In addition to hourly wages, Claimant and Aggrieved Employees received compensation in addition to hourly wages, including but not limited to, bonus compensation, commissions, and/or incentives, but those additional amounts were not included when calculating sick pay wages. By failing to pay Claimant and Aggrieved Employees for sick pay at the correct rate, Employers willfully violated Labor Code § 246.

In California, sick pay must be compensated at the employee's regular rate of pay, for the workweek in which the paid leave was taken, or at a rate determined by averaging total wages excluding overtime over 90-days. (Lab. Code § 246(1).) Claimant maintains that Employers failed to pay Claimant and Aggrieved Employees, sick pay at the correct rate, when Employers paid Claimant and Aggrieved Employees State of California minimum wage, rather than pursuant to City of Los Angeles minimum wage. By failing to pay Claimant and Aggrieved Employees for sick pay at the correct rate, Employers willfully violated Labor Code § 246.

7. FAILURE TO PROVIDE PROPER PAID SICK LEAVE

Throughout the relevant time period, Employer failed to provide proper paid sick leave to Claimant and Aggrieved Employees, in violation of Labor Code §§ 245-248.5. Employer either failed to provide paid sick leave, or improperly calculated the sick leave accrual and the sick leave rate of pay owed to Claimant and Aggrieved Employees by failing to base the accrued sick leave hours on the correct number of hours worked as a result of required off-the-clock work including but not limited to work completed during unpaid meal periods and by failing to incorporate multiple rates of pay and/or all non-discretionary remuneration, including but not limited to, non-discretionary bonuses, into the sick leave pay rate calculation.

Based on information and belief, Employer further failed to provide notice of the correct sick leave amount balance available to Claimant and Aggrieved Employees on their wage statements or other written statements. Based on information and belief, Employer failed to put Claimant and Aggrieved Employees on notice of their paid sick leave rights—or thereby putting their entitlement to sick leave in a Labor Code § 2810.5 notice. In addition, Employer failed to maintain accurate records of used sick leave and the balance of paid sick leave left to the Claimant and Aggrieved Employees throughout the relevant time period.

Based on information and belief, throughout the relevant period, Employer failed to provide notice of sick leave amount balance left for Claimant and Aggrieved Employees, thus affecting their intelligent exercise of their paid sick leave. But for this failure, Claimant and Aggrieved Employees would have used their paid sick leave at least prior to their respective separations, for as on several occasions thereafter, she would have been entitled to use the banked sick leave and earn appropriate compensation.

This illegal retention of paid sick leave is unlawful, and Claimant seeks all forms of injunctive relief, restitution, and declaratory relief as permitted by California law, on behalf of Claimant and Aggrieved Employees.

In violation of Labor Code § 247.5, Employer failed to maintain records documenting the hours worked and paid sick days accrued and used by Claimant and Aggrieved Employees, permitting the presumption that Claimant and Aggrieved Employees were entitled to the maximum number of hours accruable under this article.

Upon information and belief, Employer further failed and continue to fail to comply with Labor Code § 246, by failing to provide Claimant and Aggrieved Employees with a Labor Code §226 wage statement, or separate writing containing the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, at the time it pays wages. Employer unlawfully retained and continue to retain paid sick leave that should have been paid but was not, as a result of Employer failure to properly institute a paid sick leave program. On information and belief, Claimant alleges that all of these practices were experienced and continue to be experienced by Aggrieved Employees.

Claimant requests all appropriate relief under the PAGA and these statutes, including but not limited to the restitution of earned paid sick leave that could have been used, but was not due to Employer sole failure to institute such a paid sick leave entitlement or paid sick leave bank as required by California law.

Accordingly, Claimant and Aggrieved Employees are entitled to injunctive relief, attorney's fees, declaratory relief, restitution, and penalties as permitted by law. Claimant requests all relief pursuant to the aforementioned code provisions, including but not limited to Labor Code §§ 233 and 234, which incorporates the paid sick leave requirements.

8. FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS

California Labor Code § 226(a) requires an employer semimonthly or at the time of each payment of wages to furnish wage statements to its employees setting forth, inter alia, (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, and (8) the name and address of the legal entity that is the employer.

As a result of the practices described herein, the wage statements provided to Claimant and other Aggrieved Employees failed to include the actual hours worked, the actual gross wages earned (including wages owed, and meal and rest period premiums). Accordingly, Employers violated California Labor Code § 226(a).

Based on the aforementioned derivative violations for failure to provide complete and accurate wage statements pursuant to Labor Code §§ 2698, et seq. and 226.3, Claimant will seek recovery of civil penalties on behalf of the LWDA against Employers if authorized to file a representative action on behalf of the State of California, and attorney's fees and costs.

9. Failure to Timely Pay All Wages Due at the Time of Termination/Resignation

California Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' 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. As a result of the aforementioned violations of the Labor Code, Employee was not paid her final wages in a timely manner as required by Labor Code § 203.

Claimant is informed and believes that Aggrieved Employees who separated from Employers, whether voluntarily or involuntarily, were not paid at the time of Claimant's separation of employment, including (a) minimum wage; (b) overtime hours for overtime hours worked and/or remuneration when calculating the regular rate of pay for purposes of paying overtime wages; (c) meal period premiums and/or renumeration meal period premiums; (d) rest period premiums; (e) proper sick pay to include additional renumerations earned; as required by Labor Code §§ 201, 202, and 203.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code § 2699; penalties pursuant to California Labor Code §§ 203 and 1199; and attorneys' fees and costs.

10. Failure to Maintain Accurate Records

California Labor Code §1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, Employers have failed to maintain accurate records relating to Employee and other Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employers violated the applicable IWC Wage Orders and California Labor Code §§ 1198.5 and 1174(d).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code § 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; California Labor Code § 1174.5 penalties; and attorneys' fees and costs.

11. CIVIL PENALTIES

Finally, pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 25 Cal.App.5th 745 ("*Huff*"), as an aggrieved employee, Claimant has standing to, and intends to, on behalf of the LWDA, pursue civil penalties against Employers for any and all other violations Labor Code violations committed by Employers. In *Huff*, the California Court of Appeals held that an employee alleging a single violation of the Labor Code under the PAGA may also bring PAGA claims against the employer for all other alleged Labor Code violations, even those suffered by other employees of the same employer. According to the *Huff* decision, Claimant, as an "aggrieved" employee affected by at least one Labor Code violation may, and hereby does, pursue penalties on behalf of the LWDA for unrelated Labor Code violations by Employers.

Employers are in direct violation of numerous California wage and hour laws including but not limited to said sections stated above. We hereby provide notice under the California Labor Code Private Attorneys General Act of 2004, California Labor Code § 2698, et seq., and specifically ask for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that we may allege a cause of action under PAGA against Employers for the violations discussed in this letter.

This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3. By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of Sections 2699, et seq., by seeking redress in court. Cal. Lab. Code § 2699.3(a)(1). The LWDA must then notify the employer and the employee within 60 calendar days regarding whether it intends to investigate the alleged violation. Cal. Lab. Code § 2699.3(a)(2)(B). If the LWDA advises it will not investigate, or if no notice is provided within 65 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. Cal. Lab. Code § 2699.3(a)(2)(A). It is Claimant's intention to file a civil complaint and to bring the appropriate claims under California Labor Code § 2699 on behalf of themselves, the State of California and all Aggrieved Employees should your office not address Employers' alleged violations within this time.

If you have any questions or require additional information, please do not hesitate to contact my office. Thank you for your attention to this matter.

Very truly yours,
E&L, LLP

David Lavi, Esq.