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October 15, 2025

Crown Communications, Incorporated;
Crown Consulting, Inc.
CA Registered Corporate Agent (1505)
Attn: Koy Saechao
2710 Gateway Oaks Drive
Sacramento, CA 95833

RE: ***Tommy Wood / Crown Communications, Incorporated, et al.,***

To Whom It May Concern:

Pursuant to the Labor Code Private Attorneys General Act of 2004 (Labor Code § 2698 *et seq.*), Tommy Wood ("Wood") provides notice on behalf of himself and all other persons who currently work, or have worked, for Crown Communications, Incorporated ("Communications") and Crown Consulting, Inc. ("Consulting") (collectively, "Crown") in the State of California during the applicable limitations period and who were paid on an hourly basis including (the "Aggrieved Employees"). As set forth herein, Crown violated the rights of Wood and the Aggrieved Employees under Labor Code §§ 201, 202, 203, 204, 226(a), 510, 511, and 1194.

Crown employed Wood as a Program Manager and Consultant from on or around 2008, to approximately March 31, 2025, out of the Ontario, California field office location. Wood worked remotely out of his home in Redondo Beach, California. Wood was paid at a rate of $56.20 per hour and worked regular overtime.

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At all relevant times the entities that comprise Crown have each been "persons" within the meaning of Labor Code § 18. Wood is informed and believes and thereon alleges that, at all relevant times, the entity that comprises Crown has been an employer of Wood and the Aggrieved Employees within the meaning of Section 2(G) of Industrial Welfare Commission Order No. 9-2001 (the "Wage Order") in that each entity has, either directly or indirectly, or through an agent or any other person, employed or exercised control over the wages, hours, or working conditions of Wood and the Aggrieved Employees. At all relevant times, Wood and the Aggrieved Employees have been "employees" of Crown within the meaning of Section 2(F) of the Wage Order and "aggrieved employees" within the meaning of Labor Code § 2699(c).

Failures to Pay Overtime Wages

Under Labor Code § 1194, any purported agreement to pay an employee less than the minimum or overtime wages required by law is unlawful and invalid.

Labor Code § 511 states,

> (a) Upon the proposal of an employer, the employees of an employer may adopt a regularly scheduled alternative workweek that authorizes work by the affected employees for no longer than 10 hours per day within a 40-hour workweek without the payment to the affected employees of an overtime rate of compensation pursuant to this section. A proposal to adopt an alternative workweek schedule shall be deemed adopted only if it receives approval in a secret ballot election by at least two-thirds of affected employees in a readily identifiable work unit. The regularly scheduled alternative workweek proposed by an employer for adoption by employees may be a single work schedule that would become the standard schedule for workers in the work unit, or a menu of work schedule options, from which each employee in the unit would be entitled to choose. Notwithstanding subdivision (c) of Section 500, the menu of work schedule options may include a regular schedule of eight-hour days that are compensated in accordance with subdivision (a) of Section 510. Employees who adopt a menu of work schedule options may, with employer consent, move from one schedule option to another on a weekly basis.
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> (e) The results of any election conducted pursuant to this section shall be reported by an employer to the Division of Labor Standards Enforcement within 30 days after the results are final.

In relevant part, Labor Code § 510(a) states,

> 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.

These same requirements are set forth in Section 3 of the Wage Order.

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In conjunction, these provisions of the Labor Code and the Wage Order require employers to pay their non-exempt employees no less than minimum, overtime, or agreed wage rates for each hour worked, and, unlike federal law, prohibit the use of an averaging method to determine whether these obligations have been met. (See *Armenta v. Osmose, Inc.* (2005) 135 Cal.App.4th 314, 321-324.) This standard applies to all time that the employee is either subject to the control of the employer and/or suffered or permitted to work.

At all relevant times, Crown paid Wood for ten hours per workday at straight time wage rates instead of paying him for the final two hours each workday as overtime. It did so as a result of not following one or more of the procedures required under Labor Code § 511, as the alternative workweek schedule was not set forth in a collective bargaining agreement and was either imposed without holding an election in compliance with the statute and/or not reporting the election results as required under the statute. Wood is informed and believes and thereon alleges that the Aggrieved Employees were also all denied overtime wages as a result of this conduct, as the Aggrieved Employees also worked the same or similar alternative workweek schedules.

Failures to Provide Accurate Wage Statements and Maintain Required Records

Labor Code § 226(a) states in pertinent part,

> An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (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, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee and, beginning July 1, 2013, if the employer is a temporary services employer as defined in Section 201.3, the rate of pay and the total hours worked for each temporary services assignment.

At all relevant times, Crown violated the rights of Wood and the Aggrieved Employees under these requirements by providing them with wage statements with at least the following defects: (1) statements that fail to accurately state the amounts of gross and net wages earned as a result of not paying them all earned overtime in violation of §§ 226(a)(1) and (a)(5); and (2) statements that fail to accurately list all applicable hourly rates in effect and the corresponding number of hours worked at each rate and/or piece rate units earned as a result of not paying overtime, and/or premium wages, in violation of §§ 226(a)(3) and (a)(9).

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Failures to Timely Pay Wages

In relevant part, Labor Code § 201(a) states,

> If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.

In relevant part, Labor Code § 202(a) states,

> If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 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.

In relevant part, Labor Code § 203(a) states,

> If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

In relevant part, Labor Code § 204 states,

> (a) All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. 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. However, salaries of executive, administrative, and professional employees of employers covered by the Fair Labor Standards Act, as set forth pursuant to Section 13(a)(1) of the Fair Labor Standards Act, as amended through March 1, 1969, in Part 541 of Title 29 of the Code of Federal Regulations, as that part now reads or may be amended to read at any time hereafter, may be paid once a month on or before the 26th day of the month during which the labor was performed if the entire month's salaries, including the unearned portion between the date of payment and the last day of the month, are paid at that time.
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> (b)(1) Notwithstanding any other provision of this section, all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period

Crown violated the rights of Wood and the Aggrieved Employees in at least the following ways under these statutes by not paying overtime wages as set forth herein, either during employment or on separation of employment. Wood is informed and believes and thereon alleges that Crown committed these same violations by not paying overtime wages to Aggrieved Employees.

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Conclusion

As indicated above, this letter constitutes the notice required under Labor Code § 2699.3. Insofar as it is directed toward Crown, please be advised that Wood intends to seek attorneys' fees, costs, and injunctive relief, in addition to the maximum civil penalties allowed by the Labor Code, in a civil action if the LWDA declines to investigate this matter.

Please do not hesitate to contact me if you have any questions.

Sincerely,

Louis Benowitz

cc: Labor and Workforce Development Agency
(via online submission)