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October 7, 2025

Via Electronic Filing Only

Attn: PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
(510) 622-3273

RE: Kimberly Cole v. Silverride, Inc.
PRIVATE ATTORNEY GENERAL ACT (Our File No. 24093)

To Whom It May Concern:

Please be informed that Silverride, Inc., (referred to as "Respondent"), and any other employers or person(s) acting on behalf of Respondent as such phrase is used under Labor Code sections 558 and 558.1, have committed and/or caused to be committed Labor Code violations against our client, Kimberly Cole as well as other employees working for Respondent within the past four years, including all of Respondent's other locations within California.

Respondent is subject to the California Labor Code and the Wage Orders issued by the Industrial Welfare Commission ("IWC"). Our client Kimberly Cole worked as a driver from on or about July 5, 2022 to March 28, 2025. Respondent misclassified our client as independent contractors and failed to pay wages when due, failed to pay our client minimum wages, failed to pay overtime compensation, failed to provide meal and rest periods, failed to maintain complete and accurate time records, failed to provide accurate itemized wage statements to our client, failed to reimburse our client for all necessary business expenditures, failed to provide paid sick leave, unlawfully deducted and withheld monies from wages earned by our client, and failed to pay our client earned and due wages upon separation of employment.

Our client may represent all other potentially aggrieved employees as follows:

Respondents violated Labor Code §§ 1182.12, 1194, 1194.2, and 1197 because it failed to pay our client and/or other aggrieved employees California's statutory minimum wage. Our client was not compensated for all hours worked, including not being compensated for the time they spent waiting to be assigned rides by Respondent, not being compensated for the travel time back to their service area after dropping off a customer, and not being compensated for all the time they spent driving customers.

Respondent violated Labor Code §510 because it failed to pay our client and/or other aggrieved employees overtime, even though they worked more than 8 hours per day and/or 40 hours per week throughout their employment.

Respondent violated Labor Code § 512 because it failed to provide our client and/or other similarly situated employees the requisite 30-minute, uninterrupted meal periods for every five (5) hours of work throughout their employment, and our client did not validly waive said meal periods. Respondent failed to affirmatively advise of the right to take statutory meal periods, regularly interrupted meal periods, and/or did not completely relieve all duty during said meal periods. Respondent did not pay to our client and/or other aggrieved employees one (1) additional hour of pay at their regular rate of compensation for each workday that one or more statutory meal periods was not provided. Moreover, Respondent did not have adequate written policies or practices providing meal periods, did not have adequate policies or practices regarding the timing of meal periods, and did not have adequate policies or practices to verify whether our client and/or other aggrieved employees were taking their required meal periods.

Respondent violated Labor Code § 226.7 because it failed to provide our client and other aggrieved employees 10-minute rest breaks for every four (4) hours of work, or majority portion thereof, throughout their employment. Respondents failed to affirmatively advise our client and other aggrieved employees of the right to take statutory rest breaks, regularly interrupted our client's rest breaks, and/or did not completely relieve our client of all duty during said rest breaks. Respondent did not pay to our client one (1) additional hour of pay at our client's regular rate of compensation for each workday that one or more statutory rest breaks was not provided. Moreover, Respondent did not have adequate policies or practices permitting or authorizing rest periods, did not have adequate policies or practices regarding the timing of rest periods, and did not have adequate policies or practices to verify whether our client and/or other aggrieved employees were taking their required rest periods.

Pursuant to Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded. The Respondent did not keep such records. As a result of Respondent's knowing failure to comply with the Labor Code and applicable IWC Wage Orders, our client and/or other aggrieved employees have suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

Respondent violated Labor Code §§ 226(a)(1), (2), (5) and (9), 226.2, and 1174 because it failed to provide our client and other aggrieved employees with itemized wage and hour statements that fully or accurately stated the (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, (5) net wages earned, 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. Our client's paystubs failed to include all hours worked and omitted the hourly rate for those excluded hours, rendering both the stated gross and net wages false and inaccurate.

Respondent violated Labor Code § 203 because it willfully failed to pay our client Kimberly Cole and/or other aggrieved employees earned and due wages upon separation of employment, either immediately upon involuntary termination, or within 72 hours of resignation. These earned but unpaid wages include minimum wages, regular wages earned but not paid, overtime wages, meal/rest period compensation, and all wages due and owing at the end of employment described above.

Respondent violated Labor Code §221 because it deducted and withheld monies from wages earned from our client and/or other aggrieved employees.

Respondent violated Labor Code §2802(a) because it failed to reimburse our client and/or other aggrieved employees for all necessary business expenditures incurred during the course of employment. Our client used her personal vehicle to perform her job duties for Respondent, and was not reimbursed for all reasonable costs associated with that use.

Respondent may have the right to cure certain violations and/or reduce certain civil penalties pursuant to Labor Code § 2699 et seq. and 2699.3 et seq.

Please take further notice that Respondent violated Labor Code §246 because it failed to provide to our client and its other employees with paid sick leave. Our client worked for Respondent for more than 30 days and were entitled to accrue paid sick leave at the rate of 1 hour for every 30 hours worked. Our client and/or other aggrieved employees did not accrue any paid sick leave at all, and if they took time off from work that would have qualified as sick leave, received no wages for this time period.

Please take further notice that, based upon the above-mentioned violations, and in addition to the penalties provided by those specific sections themselves, our client also intends to seek penalties under the following Labor Code sections which themselves are inviolable but provide for recovery of penalties for violating one or more of the above-mentioned Labor Code sections: Labor Code §§ 203, 210, 248.5, 558, 226.3.

Respondent's violations of 8 Code of Regulations § 11090, Industrial Welfare Commission Order No. 9-2001, Labor Code §§ 201-203, 221, 226, 226.2, 226.7, 227.3, 246, 510, 512, 1102.5, 1182.12, 1194, 1194.2, 1197, 2699, and other applicable provisions, as alleged herein (i.e. Respondents wrongfully withheld wages, AND/OR has failed to pay wages when due, AND/OR has failed to pay minimum wages, AND/OR has failed to pay overtime wages, AND/OR has failed to provide meal periods, AND/OR has failed to provide rest breaks, AND/OR has failed to provide timely and accurate itemized wage and hour statements, AND/OR failed to maintain complete and accurate time records AND/OR has failed to pay all wages due and owing at the end of client's and other aggrieved employees' employment AND/OR failed to reimburse for necessary business expenses AND/OR deducted or withheld monies from wages earned AND/OR failed to provide sick pay) constitute unfair business practices in violation of Business & Professions Code §§ 17200, et seq.

Please take further notice pursuant to Labor Code § 2699.3(c) that Respondent violated Labor Code § 226.8 because it willfully misclassified our client and/or other aggrieved employees as independent contractors instead of as employees. Throughout the course of our client's employment, Respondent controlled our client's performance, including the manner in which our client was to perform her required duties. Our client was paid at an hourly rate, and were told what hours to work, where to go, and what to do. Respondent had the right to discipline our client and fire her.

Our client is informed and believes, and thereon alleges, that she and other employees were subject to the same violations and, therefore, are aggrieved employees within the meaning of California Labor Code § 2699. Thus, our client, as an aggrieved employee, brings an action against Respondent, on behalf of herself and other current and former employees.

Should your agency choose not to pursue this matter, this law office intends to vigorously prosecute the aforementioned Labor Code violations on its behalf, and vindicate the rights of all employees who have been subjected to these same Labor Code violations by Respondents.

Respectfully,

LAW OFFICES OF RAMIN R. YOUNESSI
A PROFESSIONAL LAW CORPORATION

/s/ Neda Tahoor

Neda Tahoor
Attorney at Law