

November 3, 2025

VIA ONLINE SUBMISSION

California Labor and Workforce Development Agency
Attn: PAGA Administrator

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

Agent for Service of Process for Sacramento Apts LLC:
Casey Brush
8130 Granite Ave
Orangevale, CA 95662

Re: Benjamin Lopez v. Sacramento Apts LLC

Dear Labor and Workforce Development Agency and Sacramento Apts LLC:

This letter shall serve as Benjamin Lopez's ("Mr. Lopez") supplemental written notice as required by California Labor Code 2699.3(a)(1) of the specific provisions of the Labor Code allegedly violated by Sacramento Apts LLC ("SACA"), including the facts and theories to support the alleged violations. Mr. Lopez previously sent a letter on October 23, 2025 with notice that he intend to seek penalties against his former employer, Sacramento Apartments, LLC, under the Private Attorneys General Act of 2004 ("PAGA") on his own behalf and on behalf of all other non-exempt employees currently or formerly employed by Sacramento Apartments, LLC in California during the statutory period ("Aggrieved Employees").

Because Mr. Lopez's wage statements incorrectly identified Sacramento Apartments, LLC as his employer, Mr. Lopez's October 23, 2025 incorrectly identified Sacramento Apartments, LLC as his and other Aggrieved Employees' employer. This letter shall clarify that Mr. Lopez's PAGA claim is asserted against Sacramento Apts LLC, not Sacramento Apartments, LLC.

Labor Code Provisions Alleged to Have Been Violated

Mr. Lopez alleges SACA violated the following Labor Code provisions: Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802.

Facts and Theories Supporting Each Alleged Violation

Mr. Lopez was employed by SACA in Carmichael, California as a non-exempt on-site maintenance technician from approximately February 2015 to approximately May 2025.

Minimum and Overtime Wages

Throughout the statutory period, SACA failed to pay Mr. Lopez and other Aggrieved Employees at least the legal minimum wage and overtime wage for all hours worked due to SACA's policy and practice of failing to keep records of the time Mr. Lopez and other Aggrieved Employees worked with a system for clocking in and out. Instead, SACA instructed Mr. Lopez and other Aggrieved Employees to self-report the hours they worked on a timesheet rounded to the nearest quarter hour increment. As a result, SACA failed to pay Mr. Lopez and other Aggrieved Employees for all minimum, straight time, and overtime wages due in violation of Labor Code §§

510, 558, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198.

Meal Periods

Throughout the statutory period, SACA failed to provide Mr. Lopez and other Aggrieved Employees with 30-minute meal periods for every 5 hours worked as required by Labor Code § 512. Mr. Lopez and other Aggrieved Employees frequently worked shifts over five hours and did not receive lawful meal periods because they were discouraged from taking meal periods, were interrupted during their meal periods, were required to remain on call during meal periods, and/or were not scheduled to be relieved at the appropriate intervals to receive all lawful meal periods, among other reasons. SACA failed to pay Mr. Lopez and other Aggrieved Employees an additional hour of pay at their regular rate of pay when they suffered a meal period violation. As a result, SACA failed to provide meal periods and pay meal period premiums in violation of Labor Code §§ 226.7 and 512.

Rest Periods

Throughout the statutory period, SACA failed to authorize and permit Mr. Lopez and other Aggrieved Employees to take 10-minute rest periods for every 4 hours worked or major fraction thereof. Mr. Lopez and other Aggrieved Employees were required and/or incentivized to work through their rest periods, discouraged from taking their rest periods, required to remain on call during their rest periods, and/or were not relieved of all duties in order to take all rest periods. SACA failed to pay Mr. Lopez and other Aggrieved Employees an additional hour of pay at their regular rate of pay when they suffered a rest period violation. As a result, SACA failed to permit rest periods and pay rest period premiums in violation of Labor Code § 226.7.

Reimbursement

Throughout the statutory period, SACA failed to reimburse necessary business expenditures in violation of Labor Code § 2802. Specifically, SACA made it necessary for Mr. Lopez and other Aggrieved Employees to use their personal vehicles in order to drive to pick up supplies. Mr. Lopez and other Aggrieved Employees for this expense of using their personal vehicles for work purposes.

Wage Statements

Due to SACA's wage, meal period, and rest period violations as alleged above, SACA failed to provide Mr. Lopez and other Aggrieved Employees with accurate, itemized wage statements that accurately reported gross wages earned, total hours worked, net wages earned, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate in violation of Labor Code § 226. This failure was knowing and intentional.

Timing of Wage Payments

Due to SACA's wage, meal period, and rest period violations as alleged above, SACA failed to pay all wages due during Mr. Lopez's and other Aggrieved Employees' employment and at the end of their employment in violation of Labor Code §§ 201, 202, 203, 204, and 210. This failure was willful and intentional.

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Recordkeeping

Due to SACA's wage, meal period, and rest period violations as alleged above, SACA failed to maintain accurate and complete records showing the hours worked each day by Mr. Lopez and other Aggrieved Employees in violation of Labor Code §§ 1174 and 1174.5.

Based on these violations, Mr. Lopez seeks civil penalties, injunctive relief, and attorneys' fees and costs under PAGA. Enclosed and incorporated herein is the class action complaint Mr. Lopez filed on behalf of himself and all other Aggrieved Employees against SACA. Mr. Lopez intends to amend the complaint to correctly identify SACA as the Defendant. Mr. Lopez intends to amend the complaint to add a cause of action under PAGA 65 days after the date of this notice pursuant to Labor Code § 2699.3(a)(2)(A).

Thank you for your assistance on this matter. Should you have any questions or comments, please do not hesitate to contact the undersigned.

Sincerely,
ABRAMSON LABOR GROUP

A handwritten signature in blue ink, appearing to read "Fawn F. Bekam", written in a cursive style.

Fawn F. Bekam

Enclosure: Class Action Complaint