

October 13, 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 Partnership for a Better San Diego:
Brigette Browning
3737 Camino Del Rio S #403
San Diego, CA 92108

Agent for Service of Process for Partnership Hiring Hall SPC
Paul L. More
475 14 Street, Suite 1200
Oakland, CA 94612

Re: Arrashid Harris v. Partnership for a Better San Diego and Partnership Hiring Hall SPC

Dear Labor and Workforce Development Agency, Partnership for a Better San Diego, and Partnership Hiring Hall SPC:

This letter shall serve as Arrashid Harris' ("Mr. Harris") written notice as required by California Labor Code 2699.3(a)(1) of the specific provisions of the Labor Code allegedly violated by Partnership for a Better San Diego and Partnership Hiring Hall (collectively, "Partnership"), including the facts and theories to support the alleged violations. Mr. Harris intends to seek civil penalties against Partnership 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 Partnership in California during the statutory period ("Aggrieved Employees"). Mr. Harris is informed and believes and based thereon alleges that there are at least 50 Aggrieved Employees in the statutory period.

Labor Code Provisions Alleged to Have Been Violated

Mr. Harris alleges Partnership violated the following Labor Code provisions: Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 2802, 2810.5.

Facts and Theories Supporting Each Alleged Violation

Mr. Harris was employed by Partnership in San Diego, California as a non-exempt bartender from approximately August 2022 to approximately March 2025.

Minimum and Overtime Wages

Throughout the statutory period, Partnership failed to pay Mr. Harris and other Aggrieved Employees at least the legal minimum wage and regular wage for all hours worked due to Partnership's policy and practice of rounding accurate time punches to the nearest quarter hour increment for pay purposes. Partnership also required Mr. Harris and other Aggrieved Employees

to monitor Defendants' scheduling portal and check emails and text messages about work off-the-clock and without pay. As a result, Partnership failed to pay Mr. Harris and other Aggrieved Employees for all minimum and regular wages due in violation of Labor Code §§ 558, 1194, 1194.2, 1197, and 1197.1.

Meal Periods

Throughout the statutory period, Partnership failed to provide Mr. Harris and other Aggrieved Employees with 30-minute meal periods for every 5 hours worked as required by Labor Code § 512. Mr. Harris 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. As a result, their meal periods were missed, late, short, and/or interrupted. Partnership failed to pay Mr. Harris 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, Partnership 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, Partnership failed to authorize and permit Mr. Harris and other Aggrieved Employees to take 10-minute rest periods for every 4 hours worked or major fraction thereof. Mr. Harris 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. Partnership failed to pay Mr. Harris 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, Partnership failed to permit rest periods and pay rest period premiums in violation of Labor Code § 226.7.

Reimbursement

Throughout the statutory period, Partnership failed to reimburse necessary business expenditures in violation of Labor Code § 2802. Specifically, Partnership made it necessary for Mr. Harris and other Aggrieved Employees to use their personal devices in order to view, accept, or decline shifts, review information about shifts, and communicate with Partnership and its clients. Partnership failed to reimburse Mr. Harris and other Aggrieved Employees for this expense of using their personal devices for work purposes.

Wage Statements

Due to Partnership's wage, meal period, rest period, and deduction violations as alleged above, Partnership failed to provide Mr. Harris 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.

Additionally, Partnership is a temporary services employer as that term is defined in Labor Code § 201.3. Partnership contracts with companies throughout California to supply workers to perform services, it negotiates with clients and customers for matters such as the time and place where the services are to be provided, the type of work, the working conditions, and the quality



and price of the services. Partnership determines assignments or reassignments of workers. Partnership retains the authority to assign or reassign a worker to another client or customer when the workers is determined unacceptable by a specific client or customer. Partnership assigns or reassigns workers to perform services for clients or customers. Partnership sets the rate of pay for workers. Partnership pays workers from its own account(s). Finally, Partnership retains the right to hire and fire workers. Therefore, Partnership was required to provide notice to Mr. Harris and other Aggrieved Employees of the name, the physical address of the main office, the mailing address if different from the physical address of the main office, and the telephone number of the legal entities for whom Mr. Harris and other Aggrieved Employees performed work. However, Partnership failed to provide this information to Mr. Harris and other Aggrieved Employees in violation of Labor Code § 2810.5.

Timing of Wage Payments

Due to Partnership's wage, meal period, rest period, and deduction violations as alleged above, Partnership failed to pay all wages due during Mr. Harris' 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.

Recordkeeping

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

Based on these violations, Mr. Harris seeks civil penalties, injunctive relief, and attorneys' fees and costs under PAGA. Enclosed and incorporated herein is the class action complaint Mr. Harris will be filing on behalf of himself and all other Aggrieved Employees against Partnership. Mr. Harris 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