

October 9, 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 Expression Systems, LLC:
CSC – Lawyers Incorporating Service
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

Re: David Dixon v. Expression Systems, LLC

Dear Labor and Workforce Development Agency and Expression Systems, LLC:

This letter shall serve as David Dixon's ("Mr. Dixon") written notice as required by California Labor Code 2699.3(a)(1) of the specific provisions of the Labor Code allegedly violated by Expression Systems, LLC ("Expression"), including the facts and theories to support the alleged violations. Mr. Dixon intends to seek civil penalties against Expression 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 Expression in California during the statutory period ("Aggrieved Employees"). Mr. Dixon is informed and believes and based thereon alleges that there are at least 100 Aggrieved Employees in the statutory period.

Labor Code Provisions Alleged to Have Been Violated

Mr. Dixon alleges Expression violated the following Labor Code provisions: Labor Code §§ 201, 202, 203, 204, 208, 210, 212, 213, 226, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1198.

Facts and Theories Supporting Each Alleged Violation

Mr. Dixon was employed by Expression in Davis, California as a non-exempt warehouse lead from approximately April 2011 to approximately April 2025.

Minimum and Overtime Wages

Throughout the statutory period, Expression failed to pay Mr. Dixon and other Aggrieved Employees overtime wages for all hours worked due at the correct rate due to Expression's policy and practice of failing to include non-discretionary bonuses in the regular rate of pay. As a result, Expression failed to pay Mr. Dixon and other Aggrieved Employees for all overtime wages due in violation of Labor Code §§ 510, 558, 1194, and 1198.

Meal Periods

Throughout the statutory period, Expression failed to provide Mr. Dixon and other Aggrieved Employees with 30-minute meal periods for every 5 hours worked as required by Labor Code § 512. Mr. Dixon 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. Further, when Mr. Dixon and other Aggrieved Employees worked shifts over ten hours, they did not receive a second meal period. As a result, their meal periods were missed, late, short, and/or interrupted. Expression failed to pay Mr. Dixon 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, Expression 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, Expression failed to authorize and permit Mr. Dixon and other Aggrieved Employees to take 10-minute rest periods for every 4 hours worked or major fraction thereof. Mr. Dixon 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. Expression failed to pay Mr. Dixon 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, Expression failed to permit rest periods and pay rest period premiums in violation of Labor Code § 226.7.

Unlawful Payment of Final Wages

Throughout the statutory period, Expression failed to pay Mr. Dixon and other Aggrieved Employees their final wages at the place of discharge in violation of Labor Code § 208. Instead, Expression paid Mr. Dixon and other Aggrieved Employees their final wages via wire transfer without obtaining Mr. Dixon's and other Aggrieved Employees' voluntary authorization in violation of Labor Code §§ 212 & 213.

Wage Statements

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

Recordkeeping

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

Based on these violations, Mr. Dixon seeks civil penalties, injunctive relief, and attorneys' fees and costs under PAGA. Enclosed and incorporated herein is the class action complaint Mr.



Dixon will be filing on behalf of himself and all other Aggrieved Employees against Expression Mr. Dixon 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