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October 1, 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 University Instructors LLC:
C T Corporation System
330 N. Brand Blvd., Ste 700
Glendale, CA 91203

Agent for Service of Process for Public Consulting Group LLC:
C T Corporation System
330 N. Brand Blvd., Ste 700
Glendale, CA 91203

Re: Starr Lua v. University Instructors LLC & Public Consulting Group LLC

Dear Labor and Workforce Development Agency, University Instructors LLC, & Public Consulting Group LLC:

This letter shall serve as Starr Lua's ("Ms. Lua") written notice as required by California Labor Code 2699.3(a)(1) of the specific provisions of the Labor Code allegedly violated by University Instructors LLC ("UI") and Public Consulting Group LLC ("PCG") (collectively, "UI/PCG"), including the facts and theories to support the alleged violations. Ms. Lua intends to seek civil penalties against UI/PCG under the Private Attorneys General Act of 2004 ("PAGA") on her own behalf and on behalf of all other non-exempt employees currently or formerly employed by UI/PCG in California during the statutory period ("Aggrieved Employees"). Ms. Lua is informed and believes and based thereon alleges that there are at least 250 Aggrieved Employees in the statutory period.

Labor Code Provisions Alleged to Have Been Violated

Ms. Lua alleges UI/PCG violated the following Labor Code provisions: Labor Code §§ 201, 201.3, 202, 203, 204, 210, 226, 226.7, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 2810.5.

Facts and Theories Supporting Each Alleged Violation

Ms. Lua was employed by UI/PCG in Arroyo Grande, California as a non-exempt paraeducator from approximately February 2025 to approximately May 2025. Ms. Lua was placed to work for Lucia Mar Unified School District at Shell Beach Elementary School by UI/PCG.

PCG jointly employed Ms. Lua with UI because PCG jointly exercised control over Ms. Lua's wages, hours, and/or working conditions, and/or permitted or engaged her to work. In fact, Ms. Lua is informed and believes that UI is not registered as an employer with the State of California, and that it was PCG that registered itself as Ms. Lua's employer with the State of

California, paid Ms. Lua's wages, and transmitted Ms. Lua's payroll taxes to the Employment Development Department.

Minimum and Regular Wages

Throughout the statutory period, UI/PCG failed to pay Ms. Lua and other Aggrieved Employees at least the legal minimum and regular wage for all hours worked due to UI/PCG's policy and practice of requiring Ms. Lua and other Aggrieved Employees to work off-the-clock in violation of Labor Code sections 558, 1194, 1194.2, 1197, and 1197.1. For example, Ms. Lua was required to speak with supervisors and check in about work after she had clocked out for the day.

Meal Periods

Throughout the statutory period, UI/PCG failed to provide Ms. Lua and other Aggrieved Employees with 30-minute meal periods for every 5 hours worked as required by Labor Code § 512. Ms. Lua 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 Ms. Lua 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. UI/PCG failed to pay Ms. Lua 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, UI/PCG 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, UI/PCG failed to authorize and permit Ms. Lua and other Aggrieved Employees to take 10-minute rest periods for every 4 hours worked or major fraction thereof. Ms. Lua 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. UI/PCG failed to pay Ms. Lua 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, UI/PCG failed to permit rest periods and pay rest period premiums in violation of Labor Code § 226.7.

Wage Statements

Due to UI/PCG's wage, meal period, rest period, and deduction violations as alleged above, UI/PCG failed to provide Ms. Lua 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. Further, when UI/PCG paid meal period premiums to Ms. Lua and other Aggrieved Employees, it included the premium as an extra hour worked rather than separately identifying it as premium pay, and therefore the wage statements Ms. Lua and other Aggrieved Employees failed to accurately state the total hours worked. These failures were knowing and intentional.

Additionally, UI/PCG is a temporary services employer as that term is defined in Labor Code § 201.3. UI/PCG contracts with school districts throughout California to supply workers to perform services for the school districts, 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. UI/PCG determines assignments or reassignments of workers. UI/PCG 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. UI/PCG assigns or reassigns workers to perform services for clients or customers. UI sets the rate of pay for workers. UI/PCG pays workers from its own account(s). Finally, UI/PCG retains the right to hire and fire workers. Therefore, UI/PCG was required to provide notice to Ms. Lua 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 entity for whom Ms. Lua and other Aggrieved Employees performed work. However, UI/PCG failed to provide this information to Ms. Lua and other Aggrieved Employees in violation of Labor Code § 2810.5.

Timing of Wage Payments

Due to UI/PCG's wage, meal period, and rest period violations as alleged above, UI/PCG failed to pay all wages due during Ms. Lua's and other Aggrieved Employees' employment and at the end of their employment in violation of Labor Code §§ 201, 202, 203, 204, and 210. Further, UI/PCG routinely paid wages late during Ms. Lua and other Aggrieved Employees' employment. For example, for the pay period of April 25, 2025 through May 8, 2025, Ms. Lua was not paid until May 16, 2025, which is 8 days after the close of the pay period. Additionally, Ms. Lua's employment was terminated on or about May 2, 2025, but UI/PCG did not pay her final wages until May 8, 2025. These failures were willful and intentional.

Additionally, UI/PCG is a temporary services employer as that term is defined in Labor Code § 201.3. UI/PCG contracts with school districts throughout California to supply workers to perform services for the school districts, 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. UI/PCG determines assignments or reassignments of workers. UI/PCG 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. UI/PCG assigns or reassigns workers to perform services for clients or customers. UI sets the rate of pay for workers. UI/PCG pays workers from its own account(s). Finally, UI/PCG retains the right to hire and fire workers. Therefore, UI/PCG was required to pay Ms. Lua and other Aggrieved Employees no less frequently than weekly. However, UI/PCG paid Ms. Lua and other Aggrieved Employees bi-weekly in violation of Labor Code § 201.3.

Recordkeeping

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

Based on these violations, Ms. Lua seeks civil penalties, injunctive relief, and attorneys' fees and costs under PAGA. Enclosed and incorporated herein is the class action complaint Ms. Lua will be filing on behalf of herself and all other Aggrieved Employees against UI/PCG. Ms. Lua 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

Fawn F. Bekam

Enclosure: Class Action Complaint