STANSBURY BROWN
LAW PC

November 21, 2025

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Joel Bravo v. Sares Regis Operating Company, L.P.*

To Whom It May Concern:

Please be advised that this law firm represents Joel Bravo ("Mr. Bravo") in claims for Labor Code violations arising from his employment with Sares Regis Operating Company, L.P. (alternately "Employer" or "Defendant.") Mr. Bravo is an "aggrieved employee" as defined by Labor Code Section 2698 *et seq*., due to Employer's numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code Sections 2699.3, which requires aggrieved employees to notify their employer and the Labor & Workforce Development Agency ("LWDA") of the specific provisions of the Labor Code allegedly violated.

For purposes of this letter, the "aggrieved employees" whom Mr. Bravo seeks to represent are the other aggrieved employees of Employer who performed work for Employer in California at any time during the one year preceding the date of this letter through the present.

Mr. Bravo worked for Defendant as a maintenance technician between 2021 and the fall of 2025. He was assigned to work at The Beacon in Fremont, California and the Martin Apartments in Sunnyvale, CA. Mr. Bravo's job responsibilities included painting, appliance repairs, HVAC repairs, electrical repairs, and general maintenance. Mr. Bravo's typically schedule was Monday through Friday from 7:00 a.m. to 4:00 p.m. However, he routinely worked additional and longer hours.

Throughout the duration of Mr. Bravo's employment with Employer, he and other aggrieved employees were not paid for all hours worked as Employer would not accurately keep track of their hours worked, and never compensated Mr. Bravo and other aggrieved employees for time spent "on call" and/or for reporting time. Defendant's failure to pay for all hours worked included requiring Mr. Bravo and other maintenance employees to remain on on-call or on controlled standby outside of their normal scheduled shifts to respond to phone calls and other communications from Defendant regarding maintenance emergencies. Upon information and belief, for at least part of the class period, Defendant's policies required Mr. Bravo, and other maintenance workers to respond to phone calls 24 hours a day while off duty without additional compensation. Mr. Bravo maintains he remained on call 24/7 two out of four weeks each month. This required Mr. Bravo, and other maintenance employees to be restricted in how they used their free time including by, among other factors, (i) having to always be near their cell phone to respond to calls and making sure they were always in areas with cell phone service (ii) by being limited in the actives they could pursue such as drinking alcohol in order to maintain readiness to respond to emergency calls and assess emergencies, (iii) by being tethered by geographic location by having to report to work in response to an emergency call within 15 to 45 minutes of receiving the call, (iv) having to stay at all times, unless having pre-approved authorization, within a designated mile radius of Defendant's property that they were assigned to work at. While Defendant required Mr. Bravo, and other maintenance employees to be on controlled standby during these times, Defendant maintained a uniform policy of only compensating employees for this time if they were actually physically called back into work after receiving Defendant's after-hours phone calls. Defendant also failed to provide "Reporting Time Pay" or pay split shift premiums to Mr. Bravo and other maintenance employees on those occasions where they were required to report to Defendant's worksite to respond to emergencies. Despite maintaining a policy that required its employees to report to the worksite for as little as 30 minutes, for at least a portion of the Class Period, Defendant failed to provide any additional compensation to Mr. Bravo and other maintenance employees beyond the actual amount of time they spent on the job site in violation of the "Reporting Time Pay" requirements as set forth in the applicable Wage Orders. Consequently, due to Defendant's unlawful timekeeping and payment policies and practices that failed to compensate for all hours worked, Mr. Bravo, and other non- exempt employees have been deprived of all required wages earned.

Upon information and belief, the time records maintained by Employer were not reflective of the actual number of hours that Mr. Bravo and other aggrieved employees actually worked. As referenced above, Employer also failed to account for Mr. Bravo's and other aggrieved employees on-call time.

Furthermore, Mr. Bravo and other aggrieved employees worked overtime hours, but did not receive overtime compensation equal to one and one-half times their regular rates of pay for all overtime hours worked. Upon information and belief, Employer systematically failed to pay all overtime compensation due to Mr. Bravo and other aggrieved employees by failing to account for on-call time and/or failing to fully account for and compensate reporting time and other payments when calculating the regular rate of pay for overtime purposes. Further, when Mr. Bravo and other aggrieved employees worked overtime, they were not always compensated at the correct regular rate. For example, Mr. Bravo and other aggrieved employees received bonuses. Upon information and belief, this bonus was not discretionary, but was not computed in regular rate calculations. As a result of its erroneous timekeeping, Employer failed to ensure that Mr.

Bravo and other aggrieved employees were being paid at least the minimum wage for all hours actually worked, and/or failed to ensure that he and other aggrieved employees received proper overtime wages for all overtime hours worked.

Employer also did not always provide Mr. Bravo and other aggrieved employees with a legally compliant first meal period when they worked shifts in excess of 5.0 hours or a legally compliant second meal period when they worked shifts longer than 10 hours. Employer would either interrupt Mr. Bravo's meal period with texts, or force a late meal period due to exigent circumstances, thus making some meal periods noncompliant. However, Employer did not provide Mr. Bravo and other aggrieved employees with an hour of pay at their regular rate for each meal period violation as required by Labor Code § 226.7.

Furthermore, Employer failed to adequately reimburse Mr. Bravo and other aggrieved employees for all reasonable and necessary work expenditures, including but not limited to requiring Mr. Bravo to use his personal cell phone to take pictures and/or videos of maintenance issues and needed repairs, as well as using his phone to remain "on call" during unscheduled hours.

Employer failed to issue to Mr. Bravo and other aggrieved employees accurate itemized statements in writing showing (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, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, 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.

Employer have maintained inaccurate payroll records, failed to timely pay all wages owed to employees, and issued inaccurate wage statements. This is in part a result of Employer's failure to accurately compensate Mr. Bravo and other aggrieved employees for all minimum and overtime wages, and failure to pay premium pay for failing to provide all required meal periods and/or authorize all required rest periods.

Finally, Employer failed to conform to the requirements of Labor Code § 2810.5 by failing to provide Mr. Bravo and other aggrieved employees written notices, in the language normally used to communicate employment related information to the employees, containing information regarding their: i) rate(s) of pay and the basis thereof; ii) allowances claimed as part of the minimum wage; iii) regular payday designated by the employer; iv) the legal name of the employer; v) the address of the legal entity that is the employer; vi) the telephone number of the employer; vii) identifying information for the employer's workers' compensation insurance carrier; and viii) information informing the employee of their right to accrue and use paid sick leave. Despite maintaining an obligation to provide these disclosures to Mr. Bravo and other aggrieved employees, Employer failed to do so, in violation of Labor Code § 2810.5.

As described above, Employer committed the following violations of the Labor Code, and the relevant Industrial Welfare Commission Wage Orders:

Minimum Wage Violations

Employer was required to pay Mr. Bravo and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour actually worked. See Labor Code §§ 1182.12, 1194; 1194.2, 1197; and the relevant Industrial Welfare Commission Wage Orders. As alleged above, Employer maintained and maintain timekeeping policies/practices that regularly, systematically, and impermissibly underreport the hours worked by Mr. Bravo and other aggrieved employees. As a result of these policies/practices, which fail to compensate for all hours worked, Mr. Bravo and other aggrieved employees were deprived of all required minimum wages.

Overtime Wage Violations

Employer was required to pay Mr. Bravo and other aggrieved employees overtime wages for all overtime hours worked. *See* Labor Code §§ 1194(a) and 1198; and the relevant Industrial Welfare Commission Wage Orders. The Industrial Welfare Commission Wage Orders require an employer to pay overtime wages when an employee's hours worked cross certain thresholds or meet certain criteria set forth in the Wage Orders. At all times relevant herein, Employer caused Mr. Bravo and other aggrieved employees to work overtime hours but did not compensate Mr. Bravo and other aggrieved employees at one and one-half times their proper regular rate of pay for all such hours.

Meal Period Violations

As alleged above, Employer failed to provide Mr. Bravo and other aggrieved employees with all required and compliant meal periods due to Employer's meal period policies/practices that did not always provide full, uninterrupted off-duty first meal periods before the end of the fifth hour of work or a second meal period for shifts worked in excess of ten (10) hours. *See* Labor Code §§ 226.7 and 512; and relevant Industrial Welfare Commission Wage Orders. As a result, Mr. Bravo and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal or rest or recovery period in accordance with … [an] order of the Industrial Welfare Commission … the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.").

Failure to Reimburse Necessary Business Expenses

Employer was and is subject to Labor Code § 2802, which states that "an employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer." Employer were subject to Labor Code § 2804, which states that "any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled under the laws of this State." As alleged herein, due to Employer's unlawful reimbursement practices, Employer failed to indemnify Mr. Bravo and other aggrieved employees for all necessary business expenses incurred in the performance of their work duties, including but not limited to utilization of their personal cell phones to receive calls, texts and and/or to document needed repairs. Mr. Bravo and other aggrieved employees were not ever provided proper reimbursement for this necessary use.

Wage Statement Violations

As described above, Employer were required to furnish Mr. Bravo and other aggrieved employees with complete and accurate itemized wage statements that showed, among other things, their rates of pay, corresponding number of hours worked at each rate of pay, total gross wages earned, and total net wages earned. *See* Labor Code §§ 226(a) and 1174(d); the relevant Industrial Welfare Commission Wage Orders. As a result of Employer's failure to pay all overtime wages, minimum wages, and failure to pay all required meal and rest period premium wages, Employer maintained inaccurate payroll records and issued inaccurate wage statements to Mr. Bravo and other aggrieved employees in violation of Labor Code § 226.

As an "aggrieved employee," Mr. Bravo will initiate a civil action on behalf of himself and other aggrieved employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on the investigations of Mr. Bravo's allegations and on information and belief, Employer committed and continue to commit the following Labor Code violations:

a. Employer violated Labor Code §§ 551-552, 558, 1182.12, 1194, 1194.2, 1197, and 1198 by failing to pay Mr. Bravo and other aggrieved employees the statutory minimum wage for all hours worked;

b. Employer violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Mr. Bravo and other aggrieved employees all overtime compensation earned;

c. Employer violated Labor Code §§ 226.7, 512, and 1198 by failing to provide meal periods as required by law and failing to pay meal period premiums to Mr.

Bravo and other aggrieved employees at these employees' respective regular rates of compensation for meal period violations;

d. Employer violated Labor Code §§ 2802 and 2804 by failing to reimburse Mr. Bravo and other aggrieved employees for all work-related expenses incurred;

e. Employer violated Labor Code § 226 by failing to furnish Mr. Bravo and other aggrieved employees with accurate and compliant itemized wage statements;

f. Employer violated Labor Code §§ 245.5, 246, & 248.5 et seq by failing to permit and authorize Mr. Bravo and other aggrieved employees to exercise the use of their accrued paid sick leave days or pay sick leave pay at the proper regular rate of pay;

g. Employer violated Labor Code §§ 1174 and 1198 by failing to maintain accurate records on behalf of Mr. Bravo and other aggrieved employees;

h. Employer violated Labor Code § 2810.5 by failing to provide legally mandated disclosures and/or written notices regarding the terms of employment of Mr. Bravo and other aggrieved employees; and

i. Employer violated Labor Code §§ 204 and 221-223 by failing to pay Mr. Bravo and other aggrieved employees all agreed-upon wages including bonus wages accrued.

Pursuant to Labor Code Section § 2699.3(a)(2)(A), please notify us and Employer if the LWDA intends to investigate the alleged violations of the Labor Code stated herein. Please contact me should you require additional information.

Very truly yours,
STANSBURY BROWN LAW, PC

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Kathleen J. Becket, Esq.

cc: Sares Regis Operating Company, L.P.