ARIS, LLP

November 6, 2025

VIA ONLINE SUBMISSION

California Labor and Workforce Development Agency
Private Attorneys General Act – Filing

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

Agent for Service of Process for Adesa, Inc.
Attn: CSC – Lawyers Incorporating Service
2710 Gateway Oaks Dr., Ste. 150N
Sacramento, CA 95833

Agent for Service of Process for Approved HR, Inc.
Attn: Edgar Velasquez Bernardino
3508 Maxson Rd.
El Monte, CA 91732

Re: ***Meza v. Adesa, Inc., et al.***
PAGA Notice

Dear California Labor and Workforce Development Agency, Adesa, Inc., and Approved HR, Inc.:

Please be advised that Aris LLP represents the interests of Pedro Meza ("Claimant"). The purpose of this correspondence is to inform you that Claimant intends to seek penalties, on behalf of himself and all other aggrieved employees, against his former employers Adesa, Inc. and Approved HR, Inc., including, but not limited to, any of their former and present directors, officers, shareholders, owners, members, predecessors, successors, assigns, parent corporations, subsidiaries, divisions, affiliates, partners, agents, and affiliated and/or merged entities (collectively "Employers") pursuant to the Private Attorneys General Act of 2004 ("PAGA"), Labor Code Sections 2698 *et seq.* This correspondence serves as Claimant's written notice by online filing with the Labor and Workforce Development Agency ("LWDA") and by certified mail to the employer(s) of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations, as required by Labor Code Section 2699.3(a)(1).

Specific Provisions of the Labor Code Alleged to Have Been Violated

The specific provisions of the Labor Code alleged to have been violated are as follows: Labor Code Sections 201, 202, 203, 204, 206, 210, 226, 226.3, 226.7, 256, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2800, 2802, and 2810.3.

Facts and Theories Supporting the Alleged Violations

Adesa, Inc. ("Adesa") is a provider of wholesale used vehicle auction services and financing. Adesa was a "client employer" within the meaning of Labor Code Section 2810.3.

Approved HR, Inc. (collectively "Approved") owns and operates a staffing company.

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Approved supplied Adesa with workers to perform labor within Adesa's usual course of business. Approved was a "labor contractor" within the meaning of Labor Code Section 2810.3.

Employers employed Claimant as a non-exempt employee in California within the past year. Claimant's job duties included, *inter alia*, cooking and cleaning. Employers employed and/or currently employ other aggrieved employees in California. The aggrieved employees consist of all non-exempt employees employed by Employers during the "PAGA Period," which is defined as one (1) year prior to the submission of this letter to the LWDA and certified mailing to Employers to the present.

During the PAGA Period, Employers failed to pay Claimant and other aggrieved employees minimum, regular, overtime, and double time wages for all hours worked at the legally mandated rates. During the PAGA Period, Claimant and aggrieved employees regularly worked more than eight (8) hours per workday, 10 hours per workday, 12 hours per workday, and/or over 40 hours per workweek. Specifically, Employers failed to compensate Claimant and aggrieved employees when they waited in long lines consisting of dozens of employees for several minutes (e.g., up to 10 minutes) to clock in for their shifts, without compensation for the time spent under the employer's control. Employers also failed to compensate Claimant and aggrieved employees for all hours worked, including but not limited to, off-the-clock work during purported meal periods. As such, Employers failed to pay Claimant and other aggrieved employees minimum, regular, overtime, and double time wages for all hours worked in violation of Labor Code Sections 204, 206, 210, 510, 558, 1171, 1194, 1197, 1197.1, and 1198, and the applicable Industrial Welfare Commission ("IWC") Wage Orders.

During the PAGA Period, Employers failed to provide timely off-duty 30-minute meal periods within the appropriate time intervals to Claimant and other aggrieved employees as required by Labor Code Section 512 and Section 11 of the applicable Wage Order. Specifically, Claimant and aggrieved employees had their meal periods missed, late, interrupted, rounded, shortened, automatically deducted, on-duty, and/or restricted to the worksite due to Employers' excessive work demands, understaffing, policies, and practices. For example, Claimant's and aggrieved employees' meal periods were regularly taken after the fifth hour of work due to Adesa's high volume of orders. Indeed, Claimant and aggrieved employees were required to complete all orders that were received per workday. Likewise, Claimant and aggrieved employees were required to clock out for their meal periods and continue working to meet Employers' excessive work demands. Employers also regularly restricted Claimant's and aggrieved employees' meal periods to the worksite. Employers also failed to provide timely second meal periods when aggrieved employees worked in excess of 10 hours in a workday. Further, Employers required Claimant and aggrieved employees to clock out and continue working through their second meal periods. In addition, Employers failed to compensate Claimant and other aggrieved employees with an additional hour of pay at their regular rate for every day in which they suffered a meal period violation. Accordingly, Employers failed to provide Claimant and other aggrieved employees with timely, uninterrupted off-duty meal periods for at least 30 minutes when they worked more than five (5) hours and/or 10 hours in a workday, and failed to compensate Claimant and other aggrieved employees with an additional hour of pay at their regular rate of pay for every day in which they were denied a compliant meal period, in violation of Labor Code Sections 226.7, 512, and the IWC Wage Orders.

During the PAGA Period, Employers failed to authorize or permit ten-minute (10) rest periods for every four (4) hours worked or major fraction thereof. Specifically, Employers failed to provide compliant rest breaks to Claimant and aggrieved employees due to their excessive work demands, understaffing, policies, and practices as mentioned above. As such, Claimant and aggrieved employees regularly had their rest breaks missed, shortened, late, on-duty, restricted to the worksite, and/or interrupted. Specifically, Claimant and aggrieved employees regularly missed their first, second, and/or third rest breaks due to their excessive workload. Employers also failed to provide rest breaks during the middle of each work period. Employers failed to compensate Claimant and other aggrieved employees with an additional hour of pay at their regular rate for every day in which they suffered a rest period violation. Accordingly, Employers violated Labor Code Sections 226.2, 226.7 and the applicable IWC Wage Orders.

During Claimant's employment, Employers failed to reimburse Claimant and other aggrieved employees for all business expenses incurred for Employers' benefit, including requiring Claimant and aggrieved employees to use their personal cell phones to perform their job duties (e.g., calculations, communications, etc.) before, during, and/or after their shifts without reimbursement. Accordingly, Employers violated Labor Code sections 2800 and 2802.

As a result of, and in addition to, the aforementioned Labor Code violations, Employers failed to provide accurate itemized wage statements that accurately reported, among other things, the gross and net wages earned, the total hours worked, all applicable hourly rates in effect during the pay period, and the corresponding number of hours worked at each hourly rate. As a result, Employers violated Labor Code Sections 226 and 226.3. Similarly, Employers failed to maintain accurate and complete records showing the hours worked daily by and the wages paid to Claimant and the aggrieved employees due to the same violations referenced above. Consequently, Employers violated Labor Code Sections 1174 and 1174.5.

As a result of, and in addition to, the above referenced Labor Code violations, Employers failed to timely pay all wages owed throughout Claimant's and the aggrieved employees' employment and following the end of the aggrieved employees' employment including minimum, regular, overtime, and double time wages, reimbursements, and meal and rest period premiums, among other things. Accordingly, Employers violated Labor Code Sections 201-204, 210, and 256.

Based on these violations, Claimant will seek attorneys' fees, costs, and penalties under the Labor Code on behalf of himself and all other aggrieved employees who were employed by Employers during the PAGA Period. Please advise if the Labor and Workforce Development Agency has any objection to Claimant including PAGA claims in a lawsuit against Employers.

Should you have any questions, comments, or concerns, please do not hesitate to contact the undersigned.

Sincerely,

Daniel J. Hyun