Sani Law, APC
595 E. Colorado Blvd., Suite 522
Pasadena, CA 91101

Sam Sani
310.935.0405 phone
310.935.0409 fax
ssani@sanilawfirm.com

December 31, 2025

VIA ONLINE FILING
Labor and Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, CA 95814
PAGAfilings@dir.ca.gov

RE: *Marcos Arévalo vs. Outfront Media LLC*

Dear Representative:

This office represents Marcos Arevalo ("**Employee**") with respect to his claims under the California Labor Code against Outfront Media LLC ("**Employer**").

Employee was employed by Employer as a non-exempt Sales Coordinator employee based out of Defendants' Los Angeles, California office from approximately November 2022 through approximately October 10, 2025.

Employee is informed that Employer is in the business of providing outdoor advertising services to clients throughout California. Throughout Employee's employment with Employer, Employee was responsible for supporting the sales including handling administrative, coordination, and communication tasks as necessary to help teams meet goals.

Employee intends to seek penalties for violations of the California Labor Code which are recoverable under California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 ("**PAGA**"). Employee is seeking penalties on behalf of the State of California and aggrieved non-exempt hourly employees of Employer in the State of California during the one year immediately preceding the filing of this complaint through the present date ("**aggrieved employees**"). This letter is being sent in compliance with California Labor Code section 2699.3.

As outlined below and throughout this complaint, Employer violated several of California's wage and hour laws during Employee's employment.

1. MINIMUM WAGE VIOLATIONS

During the relevant period, Employer also utilized a timekeeping policy/practice of requiring Employee and, on information and belief, aggrieved employees to punch-in and punch-out of Employer's timekeeping system upon their arrival to work, at the start and end of their meal periods, and upon their departure from work using a Dayforce app on their personal cell phones, and the timestamp from each punch-in/out would be treated as the employee's exact clock-in/out time. Upon information and belief, Employer also maintained a policy and/or practice of time rounding and/or time shaving employees' hours worked to the nearest quarter-hour or tenth of an hour ("Time Rounding Policy") such that Employee and, on information and belief, aggrieved employees were not compensated for all hours actually worked. Employee and, on information and belief, aggrieved employees are therefore owed unpaid minimum wages for the hours during which they worked but received no compensation as a result of Employer's policy and/or practice of time rounding and/or time shaving. *See Camp v. Home Depot U.S.A., Inc.*, 84 Cal. App. 5th 638, 660 (2022) ("employer must pay the employee for 'all the time' worked" where the employer "has captured the exact amount of time and employee has worked during a shift"); *see also Troester v. Starbucks Corporation*, 5 Cal. 5th 829 (2018).

During the relevant period, Employee and, on information and belief, aggrieved employees were often required to interrupt their putative meal periods before the thirty-minute interval and to continue working off-the-clock, resulting in Employee and, on information and belief, aggrieved employees not being compensated for all hours worked.

Accordingly, Employer violated the applicable Wage Order including but not limited to Wage Order No. 4 (Cal. Code Regs., tit. 8, § 11040(4)(A)); and California Labor Code §§ 204, 558, 1194, 1197 and 1198.

Employee and Aggrieved employees will therefore seek PAGA default penalties; Wage Order penalties pursuant to paragraph (20)(A) of Wage Order No. 4, and/or other applicable Wage Orders; penalties pursuant to California Labor Code §§ 558, 558.1 1197.1, and 1199; compensation pursuant to Labor Code § 1194 and attorney's fees and costs.

2. OVERTIME WAGE VIOLATIONS

During the relevant period, Employee and, on information and belief, aggrieved employees received various forms of non-discretionary pay, such as "Restricted Stock Vest" pay and/or "Restricted Stock Dividend" pay and/or other forms of pay, which are not excludable under California law when calculating an employee's regular rate (hereinafter the aforementioned forms of pay are collectively referred to as "Incentive Pay"). Despite Employer's payment of

Incentive Pay to Employee and, on information and belief, aggrieved employees, Employer's payroll policy/practice failed to include all forms of Incentive Pay when calculating their regular rate of pay, thereby causing Employee and, on information and belief, aggrieved employees to be underpaid all their required overtime wages. Rather, Employee and, on information and belief, aggrieved employees were only paid one and a half times their base rate, which was not equal to the regular rate, as Employer failed to include the various forms of Incentive Pay earned during corresponding periods that were required to be included in the regular rate.

During the relevant period, Employer also utilized a timekeeping policy/practice of requiring Employee and, on information and belief, aggrieved employees to punch-in and punch-out of Employer's timekeeping system upon their arrival to work, at the start and end of their meal periods, and upon their departure from work using a Dayforce app on their personal cell phones, and the timestamp from each punch-in/out would be treated as the employee's exact clock-in/out time. Upon information and belief, Employer also maintained a policy and/or practice of time rounding and/or time shaving employees' hours worked to the nearest quarter-hour or tenth of an hour ("Time Rounding Policy") such that Employee and, on information and belief, aggrieved employees were not compensated for all hours actually worked. Employee and, on information and belief, aggrieved employees are therefore owed unpaid overtime wages for the overtime hours during which they worked but received no compensation as a result of Employer's policy and/or practice of time rounding and/or time shaving. *See Camp v. Home Depot U.S.A., Inc.*, 84 Cal. App. 5th 638, 660 (2022) ("employer must pay the employee for 'all the time' worked" where the employer "has captured the exact amount of time and employee has worked during a shift"); *see also Troester v. Starbucks Corporation*, 5 Cal. 5th 829 (2018).

During the relevant period, Employee and, on information and belief, aggrieved employees were often required to interrupt their putative meal periods before the thirty-minute interval and to continue working off-the-clock, resulting in Employee and, on information and belief, aggrieved employees not being compensated for all overtime hours worked.

Accordingly, Employer violated the applicable Wage Order including but not limited to Wage Order No. 4 (Cal. Code Regs. tit. 8 § 11040(3)(A)), California Labor Code sections 510(a) and 1198.

Employee and Aggrieved employees will therefore seek PAGA default penalties; Wage Order Penalties pursuant to paragraph (20)(A) of Wage Order 4, and/or other applicable Wage Orders; Labor Code 558 penalties; and attorneys' fees and costs.

3. FAILURE TO PROVIDE MEAL PERIODS

During the relevant period, Employer also failed to provide Employee and, on information and belief, aggrieved employees an uninterrupted 30-minute off-duty meal period before the end of their fifth hour of work in each shift. Employer, as a policy and/or practice, required Employee and, on information and belief, aggrieved employees to perform a large volume of assignments under time deadlines in a single day when they worked in Employer's office such that it was often impossible for Employee and, on information and belief, aggrieved employees to stop working to take a 30-minute uninterrupted duty-free meal break before the end of their fifth hour of work. Instead, Employee and, on information and belief, aggrieved employees were often required to continue working past their fifth hour of work before they could take a meal period, and/or they were often required to interrupt their putative meal periods before the thirty-minute interval and to continue working off-the-clock, resulting in Employee and, on information and belief, aggrieved employees not receiving legally compliant meal periods and not being compensated for all hours worked.

Accordingly, Employer violated the applicable Wage Orders including but not limited to Wage Order No. 4 (Cal. Code Regs. tit. 8 § 11040(11)(A)), California Labor Code §§ 226.7(a), 512(a) and 1198.

Employee and aggrieved employees did not receive the premium pay for the meal periods which were not provided to them. As such, Employer violated the applicable Wage Orders including but not limited to Wage Order 4 (Cal. Code Regs. tit. 8 § 11040(11)(B)), and California Labor Code sections 226.7(b) and 1198.

Employee and aggrieved employees will therefore seek PAGA default penalties; Wage Order Penalties pursuant to paragraph (20)(A) of Wage Order 4; and/or other applicable Wage Orders, and California Labor Code §§ 226.7, 516, 558, 1199; and attorneys' fees and costs.

4. EXPENSE REIMBURSEMENT VIOLATIONS

During the relevant period, Employee and aggrieved employees generally worked from home at least approximately two days per workweek, during which time Employer required Employee and, on information and belief, aggrieved employees to use their home internet to perform their job duties. During the relevant period, Employer also required Employee and, on information and belief, aggrieved employees to use their personal cell phones to perform their job duties, including to communicate with management, to communicate with clients, and to punch-in and punch-out daily from Employer's timekeeping application. Although Employee and, on information and belief, aggrieved employees incurred these expenses at the direction of Employer and/or in the direct discharge of their job duties, Employer did not reasonably reimburse Employee and, on information and belief, aggrieved employees for such necessary work expenditures as mandated by Labor Code § 2802.

Employee and aggrieved employees will therefore seek PAGA default penalties; and attorneys' fees and costs.

5. TIMING OF PAYMENT DURING EMPLOYMENT VIOLATIONS.

As to each pay period during the relevant period, the timing of payments has been violated since Employer did not timely pay Employee and, on information and belief, aggrieved employees all the wages they were owed (minimum wages, overtime wages, meal period premium wages). Accordingly, Employer violated California Labor Code § 204(a).

Employee and aggrieved employees will therefore seek PAGA default penalties and California Labor Code §§ 210, 558.1, and 1199 penalties; and attorneys' fees and costs.

6. TIMING OF FINAL PAYMENT UPON TERMINATION.

Employer failed to timely pay Employee and, on information and belief, aggrieved employees all wages due at the end of their employment because Employee and, on information and belief, aggrieved employees were not paid all minimum wages, overtime wages, and meal period wages as set forth herein. Accordingly, Employer violated California Labor Code sections 201 and/or 202.

Employee and aggrieved employees will therefore seek PAGA default penalties; California Labor Code §§ 203, 558.1,1199, and 2699(f)(2) penalties; and attorney's fees and costs.

7. PAYCHECK STUB VIOLATIONS.

The pay stubs provided to Employee and, on information and belief, aggrieved employees failed to accurately state, among other requirements, (1) total hours worked by employees, (2) the gross and net wages earned, and (3) all applicable rates of pay. Accordingly, Employer violated California Labor Code § 226(a).

Employee and aggrieved employees will therefore seek PAGA default penalties; California Labor Code §§ 226(e)(1), 226.3, 558.1, and 1199 penalties; and attorney's fees and costs.

8. RECORD KEEPING VIOLATIONS.

Employer has no accurate records relating to Employee's and, on information and belief, aggrieved employees' meal periods, total daily hours worked, total hours worked per payroll period and applicable pay rates.

Accordingly, Employer violated the applicable Wage Orders including but not limited to Wage Order No. 4 (Cal. Code Regs. tit. 8 § 11040(7)(A)); California Labor Code §§ 1198, and 1174(d).

Employee and aggrieved employees will therefore seek PAGA default penalties; Wage Order Penalties pursuant to paragraph (20)(A) of Wage Order No. 4, and/or other applicable Wage Orders; California Labor Code §§ 558.1, and 1174.5 penalties; and attorneys' fees and costs.

Sincerely,

Sam Sani

<u>Notice provided to Employer via Certified Mail (9589 0710 5270 2306 0049 01)</u>
Outfront Media LLC
90 Park Avenue, 9th Floor
New York, NY 10016

<u>Notice provided to Employer via Certified Mail (9589 0710 5270 2306 0049 18)</u>
CSC – Lawyers Incorporating Service
Agent for Service, Outfront Media LLC
2710 Gateway Oaks Drive, #150-N
Sacramento, CA 95833