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January 14, 2026

Via Certified U.S. Mail & Online Submission to LWDA

Attn: PAGA Administrator**Labor Workforce Development Agency**

455 Golden Gate Ave., 9th Floor

San Francisco, CA 94102

Sol Trans, Inc.

2525 Ramona Drive

Vista, California 92084

Laudan, LLC, doing business as FedVan

9960 W Cheyenne Ave. Suite 290

Las Vegas, NV 89129

Sol Transportation, Inc.

2525 Ramona Drive

Vista, California 92084

Re: Jason Sadik, Mark Dillon, Eduardo Trevino v. Sol Trans, Inc., et al.

Notice of Violations pursuant to California Labor Code Section 2698, et seq.

Dear Sir or Madame:

This office represents Jason Sadik, Mark Dillon, and Eduardo Trevino (Collectively, "PLAINTIFFS"), who are non-exempt employees of Sol Trans, Inc.; Laudan, LLC, doing business as FedVan; and Sol Transportation, Inc. (collectively referred to hereinafter as ("DEFENDANT" or "EMPLOYER" or "YOU"; also referenced herein as "YOUR" and "YOURS").

Pursuant to California Labor Code § 2699.3, this notifies YOU that PLAINTIFFS intend to seek penalties individually and as representatives on behalf of all non-exempt former and current employees employed by DEFENDANT within the State of California ("EMPLOYEES," or "AGGRIEVED EMPLOYEES"). PLAINTIFFS intend to seek penalties against DEFENDANT and related DOE employers, presently unknown and subject to discovery and amendment, for violations of the California Labor Code Sections outlined herein based on the following facts.

DEFENDANT hired Mr. Sadik in or around February 2024 for the position of transportation driver at the Vista location. Mr. Sadik is currently employed with DEFENDANT. DEFENDANT hired Mr. Dillon in or around June 2021 for the position of transportation driver at the Vista location and reporting to 3269 25 Street, San Diego, California. Mr. Dillon is currently employed with DEFENDANT. DEFENDANT hired Mr. Trevino in or around March 2023 for the position of transportation driver at the Vista location. Mr. Trevino's employment with DEFENDANT ended in or about August 2025.

PLAINTIFFS and other AGGRIEVED EMPLOYEES suffered various California Labor Code violations, including without limitation to YOUR failure to provide written/accurate wage statements required by California Labor Code section 226(a), failure to provide meal and rest breaks required by California Labor Code sections 226.7 and 512, failure to pay minimum, straight time, overtime and double-time wages required by California Labor Code sections 510 and 1194, failure to provide suitable resting facilities, failure to provide suitable seating, failure to pay sick leave, failure to pay supplemental paid sick leave, unlawful deductions, failure to pay reporting time pay, violation of 1198 and 1199 – maximum hours of work, failure to provide and/or pay vacation pay and paid time off, failure to pay all wages upon separation, failure to timely pay wages, failure to maintain accurate employment records, failure to timely to produce personnel records/payroll records, violation of Labor Code section 223, violation of Labor Code 216, and failure to provide business expense reimbursements required by California Labor Code section 2802. Based upon the statutory violations described herein, the State of California, PLAINTIFFS and other AGGRIEVED EMPLOYEES are entitled to seek penalties pursuant to the Labor Code.

During the relevant time frame, DEFENDANT compensated PLAINTIFFS and other AGGRIEVED EMPLOYEES based upon an hourly rate of pay.

DEFENDANT has made it difficult to account for the wages and hours earned/worked by PLAINTIFFS and other AGGRIEVED EMPLOYEES without an examination of all records during the liability period and failed to implement and preserve a lawful record-keeping and disclosure method as required for non-exempt employees per California Labor Code section 226 and applicable California Wage Orders.

Pursuant to California Labor Code sections 2699.3 and 2699.5, this notice is sent to all intended recipients on behalf of PLAINTIFFS and all AGGREIEVED EMPLOYEES for statutory violations. This notice further reserves the right by PLAINTIFFS to amend this notice to amend or add further charges upon discovery of new violations of any of the provisions of the California Labor Code. PLAINTIFFS reserve any and all rights to add, substitute, or change the name of employer entities and/or individuals responsible for the violations at issue. Any further amendments and further changes to this notice shall relate back to the date of the original notice. For violations that are curable under § 2699.3(c) that DEFENDANT intends to cure within the statutory time period set forth in §§ 2699 and 2699.3(c), DEFENDANT shall provide notice including a description of the actions taken to cure such notice.

PLAINTIFFS herein allege that DEFENDANT and unknown entities operated together as a single entity with common ownership, executive, staff, and office operations. DEFENDANT has the same human resources operations, management, ownership, and control.

PLAINTIFFS assert that DEFENDANT and unknown entities are joint employers of PLAINTIFFS for purposes of liability for civil penalties under PAGA, suffered and permitted PLAINTIFFS to perform services and had the right to exercise control over the wages, hours and working conditions of PLAINTIFFS and AGGRIEVED EMPLOYEES.

According to Labor Code section 558.1 permits joint and several liability as to both an individual and employer for violations of Labor Code sections 203, 226, 226.7, 510, 512, 1194, and 2802. DEFENDANT violated PLAINTIFFS' and AGGRIEVED EMPLOYEES' rights by violating the Labor Code. PLAINTIFFS reserve the right to further name any unknown individuals responsible for violations arising under Labor Code sections 558, et seq. after further discovery. PLAINTIFFS will ask the Court to relate the amendment of the PAGA to the date of filing of these allegations. PLAINTIFFS demand that DEFENDANT notify these individuals.

PLAINTIFFS and AGGRIEVED EMPLOYEES allege that the specific provisions of California law that DEFENDANTS violated include but are not limited to the following Labor Code predicates: California Labor Code sections 201-203, 204, 210, 216, 221-223, 226, 226.3, 226.7, 227.3, 245-248.5, 432, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2800 et seq., 2802, 2804, 2810.5, and all applicable Wage Orders, including Wage Order 5-2001.

LEGAL THEORIES:

California Labor Code Section 2698, et seq.:

DEFENDANT has engaged in California Labor Code violations as described herein. Therefore, PLAINTIFFS and other AGGRIEVED EMPLOYEES intend to bring a representative action for the newly asserted claims described herein to prosecute DEFENDANT for penalties, pursuant to the Private Attorneys General Act. Labor Code Section 2699 states: "(f) For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows: (1) If, at the time of the alleged violation, the person does not employ one or more employees, the civil penalty is five hundred dollars (\$500); (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation." For all violations not directly provided for herein by other penalty, by distinction of intent or lack thereof or by other means, PLAINTIFFS and other AGGRIEVED EMPLOYEES request penalties and will prosecute accordingly for said penalties in a representative action.

California Labor Code Section 2800, 2802, et seq.:

DEFENDANT required PLAINTIFFS and other AGGRIEVED EMPLOYEES to incur necessary business expenses for including without limitation to the use of personal cell phones and cleaning supplies for work-related purposes. PLAINTIFFS and other AGGRIEVED EMPLOYEES have

not been reimbursed for necessary business expenses. Necessary business expenses include the pro rata share of expenses related to use of personal cell phones while working because a personal cell phone was/is a necessary expenditure or loss incurred by PLAINTIFFS and other AGGRIEVED EMPLOYEES in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of DEFENDANT.

PLAINTIFFS and other AGGRIEVED EMPLOYEES were expected/required to use their personal cell phones for purposes of contacting patients/customers, and communicating with dispatch. PLAINTIFFS and other AGGRIEVED EMPLOYEES were required to download the WeHere application used for the key box, Paylocity application used for the clocking system, and Zoom application used for the weekend meetings that DEFENDANT required attendance by PLAINTIFFS and other AGGRIEVED EMPLOYEES.

Furthermore, based on information and belief, PLAINTIFFS and other AGGRIEVED EMPLOYEES have unreimbursed business expenses for maintaining DEFENDANT'S vans, such as cleaning after patients were in the vans of DEFENDANTS.

As a result, DEFENDANT has violated and continues to violate California Labor Code section 2802, by knowingly failing to reimburse PLAINTIFFS and other AGGRIEVED EMPLOYEES for necessary business expenditures they incurred. PLAINTIFFS and other AGGRIEVED EMPLOYEES have incurred and continue to incur necessary and unreimbursed business expenses/losses. DEFENDANT has had and continues to have a policy and practice of not reimbursing PLAINTIFFS and other AGGRIEVED EMPLOYEES for cell phone expenses, and cleaning supplies. DEFENDANT must reimburse PLAINTIFFS and other AGGRIEVED EMPLOYEES, along with penalties, interest, attorney fees, and costs.

DEFENDANT fail to reimburse necessary business expenses, violating California Labor Code section 2802.

“An employer shall indemnify his or her employee 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, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.” (Cal. Labor Code § 2802(a).)

California Labor Code section 2802(c) provides: “For purposes of this section, the term “necessary expenditures or losses” shall include all reasonable costs, including, but not limited to, attorney’s fees incurred by the employee enforcing the rights granted by this section.”

Pursuant to California law, when tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft. See applicable IWC Wage Order, § 9 (b). “[A]ny 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 to under the laws of this State.” See Cal. Lab. Code § 2804.

Based on information and belief, PLAINTIFF and AGGRIEVED EMPLOYEES and were improperly required to provide and maintain personal cell phones and cleaning supplies that are supposed to be the responsibility of the employer.

DEFENDANT required PLAINTIFFS and other AGGRIEVED EMPLOYEES to incur necessary business expenses for items including without limitation to use of personal cell phones, and cleaning supplies for work-related purposes, but failed to reimburse those necessary business expenses. Because DEFENDANT has failed and continues to fail to reimburse these necessary business expenses to PLAINTIFFS and other AGGRIEVED EMPLOYEES and has failed to pay interest under California Labor Code section 2802(b), DEFENDANT has violated California Labor Code section 2802.

California Labor Code Sections 226 and 226.3:

DEFENDANT failed to furnish, at the time of each payment of wages, to PLAINTIFFS and other AGGRIEVED EMPLOYEES, an accurate/written itemized wage statement containing all the information set forth in California Labor Code 226(a).

Defendant’s policies violate California Labor Code Section 226. Labor Code Section 226 requires YOU to provide an accurate/written itemized statement with each payment of wages that includes: 1) Gross earnings, 2) Total hours worked, 3) Number of piece rate units earned, 4) Deductions, 5) Net wages, 6) Dates paid for, 7) Name of employee and last four digits of employee’s Social Security number, 8) Name and address of the legal entity of the employer, and 9) a list of all hourly rates worked by the employee, up to and exceeding 40 hours per week, in the corresponding period.

The wage statements DEFENDANT issued to PLAINTIFFS and AGGRIEVED EMPLOYEES failed and continue to fail to correctly set forth (a) the gross wages earned, in violation of Lab; (b) the total hours worked by the employee; (c) the net wages earned; and (d) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

DEFENDANT issued wage statements to PLAINTIFFS and AGGRIEVED EMPLOYEES that failed to indicate the earned gross and net wages earned during the pay period, the correct applicable rates of pay for all hours worked, and the “total hours worked” by PLAINTIFFS and all AGGRIEVED EMPLOYEES including but not limited to off-the-clock work resulting in minimum wage or overtime violations, and for not providing rest and meal periods in order to relieve PLAINTIFFS and AGGRIEVED EMPLOYEES of all duties and employer control during unpaid meal and rest periods, which results in a violation of Labor Code section 226(a). PLAINTIFFS and AGGRIEVED EMPLOYEES were injured by DEFENDANT’S failure to provide accurate wage statements.

DEFENDANT violated California Labor Code § 226, because of the violations detailed above, including failing to provide meal and rest break premiums, not paying regular and overtime wages

for all hours worked, not paying all sick leave wages at the proper rates, and as a result of incorrect wage statements in general for not including all information required by the statute. DEFENDANT failed to list all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, in violation of Labor Code section 226(a)(9). DEFENDANT issued wage statements to PLAINTIFFS and AGGRIEVED EMPLOYEES that were not accurate and did not include all of the statutorily required information.

YOUR policy and practice of failing to furnish to each AGGRIEVED EMPLOYEES including PLAINTIFFS with accurate written itemized wage statements violates of Labor Code Section 226. Labor Code Section 226.3 states: Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226. YOU are in violation of Labor Code Section 226 and therefore PLAINTIFFS and AGGRIEVED EMPLOYEES will seek penalties pursuant to Labor Code Section 226.3 and Labor Code 226€.

California Labor Code Section 226.7 and 512:

YOUR policies and practices are to refuse to provide/authorize PLAINTIFFS and other AGGRIEVED EMPLOYEES lawful meal and/or rest periods as described herein. Labor Code Section 512 and Cal. Code Reg., Tit. 8, Section 11090(11) requires YOU to provide an uninterrupted thirty-minute off duty meal break to EMPLOYEES who work more than five hours per day, and not later than five hours, and a second thirty-minute meal break to those working more than ten hours per day and not later than the 10th hour. YOU regularly failed to provide meal breaks as required by law due to understaffing, requiring EMPLOYEES to perform work while clocked out, and/or causing PLAINTIFFS and AGGRIEVED EMPLOYEES to miss their meal periods or take late meal periods past the time required by law. Therefore, YOUR policies and practices violate Labor Code Section 512 and Cal. Code Reg., Tit. 8, Section 11090(11).

Cal. Code Reg., Tit. 8, Section 11090(12) provides that YOU must authorize and permit an off-duty consecutive ten minutes of paid rest break for four every hours of work or fraction thereof. It is YOUR policy and practice to fail to authorize and permit EMPLOYEES with the required uninterrupted and off-duty consecutive ten (10) minute rest period per four (4) hours or major fraction thereof.

Moreover, under California law rest periods must be a “net” ten minutes in a suitable rest area, which was not provided to PLAINTIFFS and AGGRIEVED EMPLOYEES. DEFENDANT must show that it clearly articulates the right to a net ten minutes, which is communicated effectively to PLAINTIFFS and AGGRIEVED EMPLOYEES, which did not occur.

PLAINTIFFS and other AGGRIEVED EMPLOYEES were denied lawful meal and rest breaks or were not paid the required one hour of premium pay for missed rest breaks and meal periods. Despite the above-mentioned meal/rest period violations, DEFENDANTS never compensated PLAINTIFFS and other AGGRIEVED EMPLOYEES at the regular rate as required by California law for each day on which meal and/or rest periods were not authorized or permitted.

Also, DEFENDANT required PLAINTIFFS and other AGGRIEVED EMPLOYEES to work when clocked out before and after their scheduled shift time. PLAINTIFFS and other AGGRIEVED EMPLOYEES were required to conduct pre-shift / pre-trip inspections, such as using the tablet to conduct a 35-question review and inspection of the van for various mechanical issues before departing with the van.

Also, PLAINTIFFS and other AGGRIEVED EMPLOYEES were required to clock-out each day from the van, but then would still need to spend 5-10 minutes dropping off the keys for the van inside a box in the yard or the office, and close and lock the gate before leaving the work premises of DEFENDANT.

Additionally, DEFENDANT sent emails to PLAINTIFFS and other AGGRIEVED EMPLOYEES during after-work / off-the-clock hours and required PLAINTIFFS and other AGGRIEVED EMPLOYEES to check their schedules.

Upon information and belief, DEFENDANT regularly implemented a policy requiring PLAINTIFFS and other AGGRIEVED EMPLOYEES to wait for patients at locations, such as hospitals, the Veterans Affairs locations, San Diego airport, site appointments, and patient homes. When PLAINTIFFS and other AGGRIEVED EMPLOYEES waited for patients at these locations they were not allowed to leave. Also, when PLAINTIFFS and other AGGRIEVED EMPLOYEES had a patient or patients on board a van, PLAINTIFFS and other AGGRIEVED EMPLOYEES were not allowed to stop for a rest break or meal period. Additionally, PLAINTIFFS and other AGGRIEVED EMPLOYEES encounter instances with DEFENDANT where the EMPLOYEE clocks out for the meal period, the meal period is interrupted by DEFENDANT for a patient that needs transportation, but the DEFENDANT then clocks the EMPLOYEE back in from the meal period.

Upon information and belief, DEFENDANT regularly implemented a policy requiring PLAINTIFFS and other AGGRIEVED EMPLOYEES to forego their rest break for a patient that needs transportation.

Based on information and belief, DEFENDANT required PLAINTIFFS and other AGGRIEVED EMPLOYEES to complete work assignments for DEFENDANT during their meal periods and rest breaks, however, DEFENDANT did not pay the required one hour of premium pay for the missed meal period and rest break.

Also, DEFENDANT required PLAINTIFFS and other AGGRIEVED EMPLOYEES to work when clocked out before and after their scheduled shift time which DEFENDANT did not consider when scheduling meal periods for PLAINTIFFS and other AGGRIEVED EMPLOYEES. As a result, PLAINTIFFS' and AGGRIEVED EMPLOYEES' meal periods and rest breaks were frequently late, interrupted, shortened, or missed.

YOUR policies and practices of refusing to provide/authorize lawful meal and rest periods for PLAINTIFFS and other AGGRIEVED EMPLOYEES, places YOU in violation of the California

Labor Code and California Code of Regulations/applicable Wage Orders, including Wage Order 5-2001.

PLAINTIFFS and AGGRIEVED EMPLOYEES were not permitted an opportunity to take the legally mandated rest breaks per California law. Based on information and belief, DEFENDANT had no policy in place nor instruction as to the taking of duty-free rest periods.

Additionally, DEFENDANT failed to pay a meal period/rest period premium for each workday a lawful meal period/rest period was not provided, interrupted, or shortened.

Labor Code 226.7 states that, "[i]f an employer fails to provide an employee a meal period or rest period in accordance with an applicable 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 period is not provided." Thus, DEFENDANT owes meal period and rest period premiums to its EMPLOYEES.

Due to their conduct, DEFENDANT is in violation of Labor Code §§ 226.6, 226.7, 512, 1174, 1198, 1199 and Code Reg. Sections 11090(11) & (12). Therefore, DEFENDANT is liable for penalties for the violations state above.

Industrial Wage Order 9-2001 (13) / California Labor Code 1198:

8 Cal. Code Reg. Section 11090(13) states: "[E]mployees shall be provided with suitable resting facilities. Section 13(B) of the Wage Orders provides: "Suitable resting facilities shall be provided in an area separate from the toilet rooms and shall be available to employees during work hours." DEFENDANT did not provide PLAINTIFFS and AGGRIEVED EMPLOYEES with a suitable resting facility or suitable breakroom required by law to allow for PLAINTIFFS and AGGRIEVED EMPLOYEES to use during work hours, and more specifically, during their meal and rest periods. Despite their ability to do so, DEFENDANT has willfully failed to provide suitable resting facilities to its EMPLOYEES. DEFENDANT'S failure to provide suitable resting facilities to PLAINTIFFS and AGGRIEVED EMPLOYEES violated and continues to violate 8 Cal. Code Reg. Sections 11090(13) / Wage Order #9 and the California Labor Code, including but not limited to section 1198.

Industrial Wage Order 9-2001 (14):

8 Cal. Code Reg. Section 11090(14) specifically states" [E]mployees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats and when they are not actively engaged in the work duties that would not permit them to be seated. IWC Wage Orders, Section 14(A-B) states: (a) All working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats; (b)When employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.

DEFENDANT’S policies and practice of failing to provide suitable seating to PLAINTIFFS and AGGRIEVED EMPLOYEES, according to law places YOU in violation of California Labor Code sections 1198 and 1199 and 8 Cal. Code Reg. Section 11090(14), and therefore, DEFENDANTS is liable for civil penalties under California Labor Code sections 1199 and 2699.

California Labor Code Sections 245-248.5:

Pursuant to California Labor Code section 246:

- (a) “An employee who ... works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days
- (b) “An employee shall accrue paid sick days at the rate of not less than one hour per every 30 hours worked...”

California Labor Code section 247 sets forth:

- (a) In each workplace of the employer, the employer shall display a poster in a conspicuous place containing all the information specified in subdivision.
- (b) The poster shall state all of the following:
 - (1) An employee is entitled to accrue, request, and use paid sick days.
 - (2) The amount of sick days provided for by this article.
 - (3) The terms of use of paid sick days.
 - (4) That retaliation or discrimination against an employee who requests paid sick days or uses paid sick days, or both, is prohibited and that an employee has the right under this article to file a complaint with the Labor Commissioner against an employer who retaliates or discriminates against the employee.

Pursuant to California Labor Code section 246(a), DEFENDANT failed to provide paid sick leave to PLAINTIFFS and AGGRIEVED EMPLOYEES. DEFENDANT failed to keep an accurate account and documentation of PLAINTIFFS’ and AGGRIEVED EMPLOYEES’ sick leave both accrued and taken, failed to provide paid sick leave in the workplace as required by California Labor Code section 247, failed to provide PLAINTIFFS and other AGGRIEVED EMPLOYEES with the proper written notice under Labor Code section 2810.5 of their rights to sick leave pay, failed to provide them with their sick leave accrual through means such as their wage statements, so that PLAINTIFFS and other AGGRIEVED EMPLOYEES would rightfully and lawfully know their sick leave accrual and pay that they earned while working for DEFENDANT and thus giving them the option to use their accrued sick leave.

California Labor Code section 247.5 sets forth:

- (a) An employer shall keep for at least three years records documenting the hours worked and paid sick days accrued and used by an employee and shall allow the Labor Commissioner to access these records pursuant to the requirements set forth in Section 1174. An employer shall make these records available to an employee in the same manner as described in Section 226. If an employer does not maintain adequate records pursuant to this section, it shall be presumed that the employee is entitled to the

maximum number of hours accruable under this article, unless the employer can show otherwise by clear and convincing evidence.

YOUR policies and practice of failing to keep accurate records of hours worked and paid sick days accrued by PLAINTIFFS and other AGGRIEVED EMPLOYEES, failure to provide paid sick days to PLAINTIFFS and other AGGRIEVED EMPLOYEES, failing to provide notice in the workplace, failing to inform PLAINTIFFS and AGGRIEVED EMPLOYEES of their accrued and used sick leave, and failing to maintain accurate records, according to law places YOU in violation of Labor Code sections 233, 234, and 245-248.5. PLAINTIFFS and AGGRIEVED EMPLOYEES are entitled to injunctive relief under PAGA and any applicable statutes, attorney's fees, declaratory relief, restitution, penalties as permitted by law.

California Labor Code Sections 221:

California Labor Code section 221 provides that it is unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee. On information and belief, DEFENDANT has violated Cal. Labor Code section 221 due to not paying the proper meal period and rest break premiums from PLAINTIFFS and AGGRIEVED EMPLOYEES' paychecks. This constitutes a practice that is in violation of the California Labor Code and subjects DEFENDANT to civil penalties under Labor Code Section 2699.

PLAINTIFFS, individually and on behalf of the State of California and AGGRIEVED EMPLOYEES will be pursuing penalties pursuant to Labor Code Section 2699 and Labor Code section 225.5 which establishes that "[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who unlawfully withholds wages due any employee in violation of Section 212, 216, 221, 222, or 223 shall be subject to a civil penalty...for each failure to pay each employee").

Industrial Wage Order 9-2001 (5) / California Labor Code 1198:

Section 5 of the IWC Order 9-2001 sets forth:

Reporting Time Pay

- (A) Each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage.

DEFENDANT'S policies and practices were to have PLAINTIFFS and other AGGRIEVED EMPLOYEES report to work for DEFENDANT'S patients and locations but when they reported to work for a scheduled shift, PLAINTIFFS and AGGRIEVED EMPLOYEES did not work the required time under Section 5 of the IWC Order 9-2001, they were dismissed for the day without any work, and/or they were not compensated for all the reporting time wages they were owed according to California law. YOUR policies and practice of failing to pay reporting time pay,

according to law places YOU in violation of the IWC Order 9-2001 (5), the California Labor Code, Labor Code sections 1198 and 1199, subjecting DEFENDANT to civil penalties under Labor Code sections 1199 and 2699.

California Labor Code Sections 1198, 1199:

Labor Code sections 1198 and 1199 set forth that the maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful. This includes Labor Code sections 1174, 1197, and 1198, or order or ruling of the commission.

DEFENDANT'S violations of minimum wage, overtime, rest periods, meal periods, reporting time pay, as well as recordkeeping provisions, and other violations set forth above result in separate violations of sections 1198 and 1199, which violate Labor Code Sections 1197.1 and 2699.

California Labor Code Sections 227.3:

California Labor Code section 227.3 sets forth that "Unless otherwise provided by a collective-bargaining agreement, whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with such contract of employment or employer policy respecting eligibility or time served; provided, however, that an employment contract or employer policy shall not provide for forfeiture of vested vacation time upon termination."

DEFENDANT maintain a policy and practice of failing to allow PLAINTIFFS and AGGRIEVED EMPLOYEES to use their vested vacation time during their employment with DEFENDANT. In violation of California law, including Labor Code section 227.3, DEFENDANT fails to pay PLAINTIFFS and AGGRIEVED EMPLOYEES for vested accrued paid time off upon separation of employment.

YOUR policies and practice of failing to allow PLAINTIFFS and other AGGRIEVED EMPLOYEES to use their vested vacation time during their employment with DEFENDANT, and failure to pay PLAINTIFFS and other AGGRIEVED EMPLOYEES for their vested, accrued paid time off upon separation of employment, places YOU in violation of Labor Code section 227.3 and California law.

California Labor Code Sections 201-203:

DEFENDANT willfully failed to pay, without abatement, PLAINTIFFS and other AGGRIEVED EMPLOYEES upon discharge or quit. YOUR policy and practice is to refuse to pay PLAINTIFFS and other AGGRIEVED EMPLOYEES all wages due and owing to them upon discharge or resignation. YOUR pay policies and practices violate Labor Code Sections 201, 202, 203 and 208. Labor Code Section 201 requires immediate payment of wages upon discharge. Labor Code Section 202 requires payment of all compensation due to EMPLOYEES who voluntarily resign

within 72 hours of resignation. Labor Code Section 208 requires final payment of wages to discharged EMPLOYEES "at the place of discharge" and that all EMPLOYEES who resign must be paid at the office or agency of the EMPLOYER in the county where the EMPLOYEES have been performing labor.

In accordance with Labor Code section 203, an employer who willfully fails to pay wages due an employee who is terminated or resigns shall pay a penalty equal to the employee's daily wages for each day, but not exceeding 30 days that the wages are unpaid.

Upon separation of employment, PLAINTIFFS' and AGGRIEVED EMPLOYEES' final paychecks were not timely provided with all wages owed including minimum wage, overtime, vacation pay, sick pay, and/or paid time off. Also, DEFENDANT called PLAINTIFFS and AGGRIEVED EMPLOYEES into work but would not provide them with reporting time pay allegedly due to lack of assignments, and similarly shifts would be cut short for the alleged same reasons.

DEFENDANT failed to timely pay all owed wages owed to PLAINTIFFS and AGGRIEVED EMPLOYEES at the end of period in question in violation of including but not limited to Labor Code section 201-202.

DEFENDANT is subject to civil penalties pursuant to Labor Code sections 203, 210, and/or 256. Each violation results in a separate civil penalty, for PLAINTIFFS and AGGRIEVED EMPLOYEES for each pay period during which the statute provisions were violated.

YOUR policies and practice of failing to issue final paychecks to EMPLOYEES, without abatement or reduction, in a timely manner according to law places you in violation of these Labor Code provisions. YOUR policies do not timely pay all unpaid wages due to EMPLOYEES upon separation. Therefore, we intend to file claims for violations of the following code sections: Labor Code Sections 201, 202, 203, 208.

California Labor Code Sections 204 and 210:

Section 204 of the California Labor Code states that all wages, other than those mentioned in 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. In addition, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee. (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.

DEFENDANT violated Section 204 of the California Labor Code, by failing to pay PLAINTIFFS and AGGRIEVED EMPLOYEES for minimum wage, overtime, rest periods, meal periods, and reporting time pay.

Defendant owes PLAINTIFFS and AGGRIEVED EMPLOYEES the legally required wages for unpaid wages, and for suffered damages in those amounts.

YOUR policies and practices fail to provide full pay to PLAINTIFFS and other AGGRIEVED EMPLOYEES in a timely manner by failure to pay all wages owed, failure to pay all wages for all time worked, failure to pay minimum, overtime and double-time wages, and failure to compensate premium pay rate for missed meal and rest breaks, failure to compensate for reporting time, and thereby failing to account for and pay all wages owed under California law. Each pay period, YOU failed/fail to pay timely and full payment to YOUR EMPLOYEES in violation of Labor Code Section 210. YOU therefore owe penalties accordingly.

California Labor Code Sections 1174, and 1174.5:

YOU failed to maintain accurate employment records for all PLAINTIFFS and other AGGRIEVED EMPLOYEES including, but not limited to time records, pay stubs, clock in and clock out, meal break periods, rest break periods, and the employment file itself. As a result, DEFENDANT has violated Labor Code section 1174, and 1174.5 for failing to maintain accurate records regarding employment of EMPLOYEES. California Labor Code section 1174 requires employers to keep “accurate and complete” payroll records showing, among other things, the hours worked daily by PLAINTIFFS and AGGRIEVED EMPLOYEES.

All applicable IWC Wage Orders, section 7 similarly requires employers to keep accurate time records reflecting the times during which allowed meal periods were provided each day.

DEFENDANT failed to keep accurate and complete payroll records as required by law, including total daily hours worked, applicable rates of pay, time records showing when PLAINTIFFS and AGGRIEVED EMPLOYEES began and ended each work period, time worked while clocked out, accurate time records of meal periods, and accurate itemized wage statements.

DEFENDANT failed to keep accurate and complete records showing total hours worked by PLAINTIFFS and other AGGRIEVED EMPLOYEES by virtue of DEFENDANT’S policies and practices for off-the-clock work, meal break periods, rest break periods, and reporting time.

DEFENDANT failed and continues to fail to keep accurate and complete records showing total hours worked resulting in unpaid hours worked. DEFENDANT failed to record PLAINTIFFS’ and other AGGRIEVED EMPLOYEES’ start and end times for their meal periods, as well as their work shifts.

DEFENDANT failed to keep accurate records and issue accurate wage statements for PLAINTIFFS and AGGRIEVED EMPLOYEES accrued sick time.

DEFENDANT failed to keep accurate and complete payroll records for PLAINTIFFS and AGGRIEVED EMPLOYEES in violation of Labor Code sections 1174, 1198, 1199, and all applicable IWC Wage Orders, section 7.

Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded. As a result of DEFENDANT'S knowing failure to comply with the California Labor Code and applicable IWC Wage Orders, PLAINTIFFS and the AGGRIEVED EMPLOYEES have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

California Labor Code sections 558.1, 226.6, 1174.5 and 2699 mandates civil penalties be assessed for each violation.

California Labor Code Sections 226(b)-(c), 1198.5, and 432:

Employers are required to keep the following information on file for each employee for a minimum of three years: The employee's dates of employment; the employee's hourly rates and the corresponding number of hours worked by the employee at each hourly rate, when the employee begins and ends each work period (including meal periods) and split intervals; total hours worked by the employee; all deductions; gross wages earned; and net wages earned. (California Labor Code section 226 and all applicable IWC Wage Orders, section 7.)

Labor Code section 226 (b) requires employers to afford current and former employees the right to inspect or receive a copy of records pertaining to their employment upon reasonable request to the employer."

DEFENDANT failed to maintain accurate personnel records and/or payroll records of current or former employees pursuant to California Labor Code sections 226 and/or the applicable Wage Orders, including Wage Order 9-2001.

DEFENDANT failed and continue to fail to maintain accurate personnel records and/or payroll records for the PLAINTIFFS and other AGGRIEVED EMPLOYEES.

Therefore, DEFENDANT is subject to penalties under California Labor Code sections 226 and 2699, and each violation calls for a civil penalty for each PLAINTIFFS and other AGGRIEVED EMPLOYEES.

California Labor Code Sections 510, 1194, 1194.2, 1197, 1197.1:

California Labor Code § 510(a) states that "Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one work week and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee."

Industrial Welfare Commission Wage Order 9-2001(3) states:

A (1) "...employees shall not be employed more than eight (8) hours in any workday or more than 40 hours in any workweek or for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek unless the employee receives one and one-half (1 ½) times such employee's regular rate of pay for all hours worked ... Eight hours of labor constitutes a day's work."

A (1) (b) "Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek."

California Labor Code § 1197 states "the minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful. This section does not change the applicability of local minimum wage laws to any entity."

Industrial Welfare Commission Wage Order 9-2001(4) states "(A) Every employer shall pay to each employee wages not less than the following: (1) All employers, regardless of the number of employees, shall pay to each employee sixteen dollars and fifty cents (\$16.50) per hour for all hours worked, effective January 1, 2025; (2) Prior to January 1, 2025, any employer who employs 26 or more employees shall pay to each employee wages not less than the following: (a) Sixteen dollars (\$16.00) per hour for all hours worked, effective January 1, 2024; (b) Fifteen dollars and fifty cents (\$15.50) per hour for all hours worked, effective January 1, 2023.

PLAINTIFFS and AGGRIEVED EMPLOYEES worked off-the-clock while employed by DEFENDANT. DEFENDANT directed PLAINTIFFS and AGGRIEVED EMPLOYEES to wait for patients at locations, such as hospitals, the Veterans Affairs locations, San Diego airport, site appointments, and patient homes. When PLAINTIFFS and other AGGRIEVED EMPLOYEES waited for patients at these locations they were not allowed to leave.

Also, DEFENDANT required PLAINTIFFS and other AGGRIEVED EMPLOYEES to work when clocked out before and after their scheduled shift time. PLAINTIFFS and other AGGRIEVED EMPLOYEES were required to conduct pre-shift / pre-trip inspections, such as using the tablet to conduct a 35-question review and inspection of the van for various mechanical issues before departing with the van.

Also, PLAINTIFFS and other AGGRIEVED EMPLOYEES were required to clock-out each day from the van, but then would still need to spend 5-10 minutes dropping off the keys for the van inside a box in the yard or the office, and close and lock the gate before leaving the work premises of DEFENDANT.

Additionally, DEFENDANT sent emails to PLAINTIFFS and other AGGRIEVED EMPLOYEES during after-work / off-the-clock hours and required PLAINTIFFS and other AGGRIEVED EMPLOYEES to check their schedules.

Based on information and belief, DEFENDANT required PLAINTIFFS and other AGGRIEVED EMPLOYEES to complete work assignments for DEFENDANT during their meal periods and rest breaks, however, DEFENDANT did not pay the required one hour of premium pay for the missed meal period and rest break.

As a result, PLAINTIFFS and other AGGRIEVED EMPLOYEES were working off-the-clock for DEFENDANT without the lawful compensation required. DEFENDANT failed to compensate PLAINTIFFS and AGGRIEVED EMPLOYEES for all hours worked based on rest breaks and meal period, work completed while clocked out, failure to relieve employees of all duties and reporting time.

DEFENDANTS also failed to pay split shift premium wages to PLAINTIFFS and AGGRIEVED EMPLOYEES when they worked split shifts during the relevant time period. PLAINTIFFS and AGGRIEVED EMPLOYEES were required to work two separate shifts in violation of California Labor Code sections 510, 1194 and all applicable IWC Wage Orders.

DEFENDANT failed to properly calculate and/or record, the total number of hours worked by PLAINTIFFS and AGGRIEVED EMPLOYEES and did not pay proper overtime rates for overtime worked by PLAINTIFFS and AGGRIEVED EMPLOYEES.

DEFENDANT failed to pay a premium wage rate for all hours worked beyond eight (8) hours in a day or forty (40) hours in a week. DEFENDANT failed to pay twice PLAINTIFFS and AGGRIEVED EMPLOYEES the regular rate(s) of pay for time worked beyond twelve (12) hours per workday and for time worked beyond eight (8) hours on the seventh consecutive day of work in a work week, in violation of California's overtime laws.

PLAINTIFFS and other AGGRIEVED EMPLOYEES were regularly not paid minimum, overtime and double-time wages due to their work for DEFENDANT while off-the-clock. This policy and practice of the DEFENDANT requiring PLAINTIFFS and AGGRIEVED EMPLOYEES to work off-the-clock directly led to DEFENDANT undercompensating PLAINTIFFS and other AGGRIEVED EMPLOYEES for minimum, overtime and double-time hours worked.

Throughout the statutory period, DEFENDANT maintained a policy and practice of not paying PLAINTIFFS and the AGGRIEVED EMPLOYEES for all hours worked, including minimum, straight time, and overtime wages, nor did DEFENDANT maintain accurate records of all time PLAINTIFFS and AGGRIED EMPLOYEES worked, as required by law.

Under Cal. Lab. Code Section 1198, "the employment of an employee ... under conditions of labor prohibited by the [wage] order is unlawful." We believe that PLAINTIFFS and other AGGRIEVED EMPLOYEES, including the State of California are entitled to penalties under Cal. Lab. Code Section 2699(f) based on DEFENDANT'S violation of applicable Wage Orders, including Wage Order 9-2001 and Cal. Lab. Code Section 1198.

YOU failed to pay for all hours worked, failed to pay minimum, straight time, overtime and double time wages to PLAINTIFFS and other AGGRIEVED EMPLOYEES, and failed to maintain accurate records based on California law, California Labor Code §§ 510(a), 1197, and Industrial

Welfare Commission Wage Order 9-2001(3) and (4), and therefore owe penalties according to California Labor Code §§ 558, 558.1, 210, 1194, 1194.2, 1197.1, and 2699(f)(2).

California Labor Code Section 223

California Labor Code § 223 states: “Where any statute or contract requires an employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage designated by statute or by contract.” Labor Code section 223 makes it unlawful for an employer to secretly pay wages lower than required by statute while purporting to pay legal wages.

DEFENDANT failed to pay PLAINTIFFS and AGGRIEVED EMPLOYEES minimum and overtime wage compensation for all hours worked. DEFENDANT deprived PLAINTIFFS and AGGRIEVED EMPLOYEES of required wages under California law. DEFENDANT paid PLAINTIFFS and AGGRIEVED EMPLOYEES lower wages than those they were entitled to while purporting that PLAINTIFF and AGGRIEVED EMPLOYEES were properly paid. As such, PLAINTIFF and AGGRIEVED EMPLOYEES are entitled to recover penalties, attorney’s fees, costs, and interest in accordance with Labor Code § 2699.

California Labor Code Section 216

California Labor Code § 216 states: “In addition to any other penalty imposed by this article, any person, or an agent, manager, superintendent, or officer thereof is guilty of a misdemeanor, who: (a) Having the ability to pay, willfully refuses to pay wages due and payable after demand has been made. (b) Falsely denies the amount or validity thereof, or that the same is due, with intent to secure for himself, his employer or other person, any discount upon such indebtedness, or with intent to annoy, harass, oppress, hinder, delay, or defraud, the person to whom such indebtedness is due.”

Labor Code section 216 declares unlawful an employer’s refusal to pay wages due and payable and/or denial of the validity of any claim to wages due.

DEFENDANT violated Labor Code section 216 by failing to pay PLAINTIFF and AGGRIEVED EMPLOYEES for all hours worked at the proper wage rate, failing to pay for reporting time, and by failing to pay PLAINTIFF and AGGRIEVED EMPLOYEES with an additional hour of pay for each meal and/or rest period not provided or that was not in accordance with the law.

Each violation PLAINTIFFS and AGGRIEVED EMPLOYEES are entitled to civil penalties, for each pay period during which the statute’s provisions were violated pursuant to Labor Code section 225.5, 2699.

Conclusion

Pursuant to California law, and including without limitation to Labor Code sections 558, 2699(f)(2), and IWC Wage Orders, including Wage Order 9-2001, section 20, each violation of each Labor Code section and each Wage Order provisions, results in a separate civil penalty, for

each AGGRIEVED EMPLOYEE for each pay period during which the referenced statutes and Wage Order provisions were violated.

The purpose of this letter is to provide notice and to satisfy the requirement created by Labor Code § 2699 prior to seeking penalties allowed by law for the asserted statutory violations. We kindly ask that you respond to this notice according to the timeframe contemplated by the Code. PLAINTIFFS will seek these penalties on their own behalf and on behalf of the State of California and other AGGRIEVED EMPLOYEES as allowed by law.

Please feel free to contact me with any questions or concerns.

Kind regards,



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