BLACKSTONE LAW

8383 Wilshire Blvd., Suite 745
Beverly Hills, CA 90211
Phone: (310) 622-4278
Fax: (855) 786-6356

Ryan A. Quadrel, Esq.
rquadrel@blackstonepc.com

March 17, 2026

PAGA Claim Notice Via Online Electronic Submission
California Labor & Workforce Development Agency
800 Capitol Mall, Suite 5000 (MIC-55)
Sacramento, CA 95814
https://dir.govfa.net/411

RE: ***Harold Perry v. Goodwill of the San Francisco Bay***

To Whom It May Concern:

This office represents Harold Perry (hereinafter "Perry" or "Claimant") with respect to his claims under the California Labor Code against Goodwill of the San Francisco Bay (including all affiliates, subsidiaries, parents, directors, and officers) (collectively referred to herein as "Goodwill" or "Employers"). This letter is being sent simultaneously to Goodwill by certified mail.

Goodwill has employed Harold Perry from October 2025 to the present. Harold Perry works for Goodwill as an Assistant Store Manager, based out of Goodwill's facility located at 809 Lincoln Ave, San Rafael, CA 94901. Goodwill gave Perry and similarly aggrieved individuals ("Aggrieved Employees") titles such as Assistant Manager or the equivalent and classified them as exempt/salaried employees, while having them continue to perform many of the same tasks as Goodwill's non-exempt/hourly employees, including: operating a forklift, loading and unloading trailers, pallet jacking, pricing furniture, and stocking. Perry and other Aggrieved Employees' day-to-day duties were less than 50% managerial in nature. Therefore, they should have been classified as non-exempt employees. Instead, Goodwill misclassified Perry and Aggrieved Employees as exempt from certain provisions of the California Labor Code, and the orders and standards promulgated by the California Department of Industrial Relations, Industrial Welfare Commission, and Division of Labor Standards, which has resulted in the failure of Goodwill to pay Perry and Aggrieved Employees all wages due to them.

Perry intends to bring a representative action seeking penalties for violations of the California Labor Code which are recoverable under the Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq*. ("PAGA"). Perry is seeking penalties on behalf of himself, in a representative capacity on behalf of the State of California, and on behalf of all current and former hourly-paid/non-exempt employees, as well as all current and former

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exempt but misclassified employees, who worked for Goodwill in the State of California during the relevant statutory period. This letter is being sent in compliance with California Labor Code section 2699.3 and shall serve as Perry's notice of the provisions of the California Labor Code alleged to have been violated, including the facts and theories in support thereof.

As detailed below, Goodwill violated several of California's wage and hour laws during Perry's employment, including but not limited to California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and the applicable Industrial Welfare Commission Wage Order ("IWC Wage Order"). Goodwill's conduct giving rise to the violations detailed below was malicious, fraudulent, and/or oppressive within the meaning of PAGA.

The claims made on behalf of Perry and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Goodwill engaged in numerous unlawful practices which resulted in the failure to pay Perry and other Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.

California Labor Code sections 1194, 1197, and 1197.1 and the applicable IWC Wage Order require employers to pay at least the legal minimum wage to their employees. California Labor Code sections 510 and 1198 and the applicable IWC Wage Order further require employers to pay no less than one and one-half times an employee's regular rate of pay for hours worked in excess of eight (8) hours in one workday, for hours worked in excess of forty (40) hours in one workweek, and for the first eight (8) hours worked on the seventh day of work in any one workweek, and to pay no less than twice an employee's regular rate of pay of the employee for hours worked in excess of twelve (12) hours in one workday and for any work in excess of eight (8) hours on any seventh day of a workweek.

Throughout the relevant time, Perry and other Aggrieved Employees routinely worked in excess of forty (40) hours per week but were never paid for working these additional hours. This resulted in Perry and Aggrieved Employees being compensated below minimum wage for all hours actually worked. This uncompensated work often resulted in the total number of hours worked by Perry and other Aggrieved Employees exceeding the daily and/or weekly triggers for overtime wages, yet Goodwill failed to pay Perry and Aggrieved Employees applicable overtime rate(s) for these hours. Finally, this practice resulted in Goodwill's failure to accurately record the actual hours worked by Perry and Aggrieved Employees.

As a result of the foregoing practices, Goodwill failed to pay Perry and other Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight

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time wages, and overtime compensation. Accordingly, Goodwill violated the applicable IWC Wage Order and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Perry and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; injunctive relief; and attorneys' fees and costs.

2. MEAL BREAK VIOLATIONS

California law requires employers to provide employees with an opportunity to take an uninterrupted meal period of no less than thirty (30) minutes before the end of the fifth hour of work when an employee works more than five (5) hours in a day. Cal. Lab. Code §§ 226.7 & 512(a). Employers must provide a second meal period of no less than thirty (30) minutes before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. *Id.* For each day that an employer fails to provide compliant meal period(s), the employer must pay the employee a meal penalty equal to one hour of pay at the employee's regular rate of compensation. *Id*.

During the relevant time period, Perry and other Aggrieved Employees were required by Goodwill to work more than five (5) hours per day but were not provided with uninterrupted 30-minute meal periods. Further, Perry and other Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Due to misclassification and other unlawful policies and practices, Goodwill regularly required Perry and other Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5^{th}) hour of work, and/or to take their second meal periods after their tenth (10^{th}) hour of work. Meal breaks, when provided, were oftentimes interrupted and/or cut short.

Goodwill's policies, practices, and procedures were responsible for the violations alleged above and prevented Perry and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Goodwill did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded their own purported meal period policies; (2) Goodwill failed to ensure that there was adequate staffing to allow Perry and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (3) Goodwill required Perry and other Aggrieved Employees to respond to work-related requests at all times, including during meal periods; and (4) Goodwill's culture, including Goodwill's policy and practice of misclassifying employees, prevented Perry and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on maximizing profits over employees' right to receive timely, uninterrupted, and duty-free meal periods. Further, Perry and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for each day a compliant meal period was not provided to them in compliance with California law.

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Accordingly, Goodwill violated the applicable IWC Wage Order and California Labor Code sections 226.7, 512(a) and 1198. Perry and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558 and 1199; injunctive relief; and attorneys' fees and costs.

3. REST BREAK VIOLATIONS

California law requires employers to authorize and permit employees to take an uninterrupted rest period of no less than ten (10) minutes for every four (4) hours, or major fraction thereof, worked. Cal. Lab. Code § 226.7. For each day that an employer fails to authorize and permit a compliant rest period, the employer owes the employee one hour of pay at the employee's regular rate of compensation. Cal. Lab. Code § 226.7(c).

Goodwill failed to authorize and permit Perry and other Aggrieved Employees to take compliant 10-minute rest periods. Goodwill required Perry and other Aggrieved Employees to work through rest periods. Perry and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Perry and other Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Perry and other Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.,* 2 Cal.5th 257 (2016).

Goodwill's policies, practices, and procedures were responsible for the violations alleged above and prevented Perry and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Goodwill did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Goodwill failed to ensure that there was adequate staffing to allow Perry and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (3) Goodwill required Perry and other Aggrieved Employees to respond to work-related requests at all times, including during rest periods; and (4) Goodwill's culture, including Goodwill's policy and practice of misclassifying employees, prevented Perry and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees' right to receive rest periods. Further, Perry and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for each day a rest period was not provided to them in compliance with California law.

Accordingly, Goodwill violated the applicable IWC Wage Order and California Labor Code sections 226.7 and 1198. Perry and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to the applicable IWC Wage Orders; Labor Code sections 558 and 1199 penalties; injunctive relief; and attorneys' fees

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and costs.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Goodwill willfully and intentionally failed to timely pay all wages earned because Perry and other Aggrieved Employees were not paid all the wages they were owed including, *inter alia,* overtime compensation, straight time wages, minimum wages, and meal and rest period premiums. Accordingly, Goodwill violated California Labor Code section 204(a).

Perry and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; injunctive relief; and attorneys' fees and costs.

5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

California Labor Code section 226(a) requires an employer semimonthly or at the time of each payment of wages to furnish wage statements to its employees setting forth, *inter alia*, (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, and (8) the name and address of the legal entity that is the employer.

As a result of the practices described above, the wage statements provided to Perry and other Aggrieved Employees failed to include the actual hours worked (including time spent working off-the-clock), the actual gross wages earned (including wages owed for time spent working off the clock and meal and rest period premiums), and the correct rates of pay. Goodwill's failure to provide accurate itemized wage statements was knowing and intentional. Accordingly, Goodwill violated California Labor Code section 226(a).

Perry and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; injunctive relief; and attorneys' fees and costs.

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6. FAILURE TO MAINTAIN ACCURATE RECORDS

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years. During the relevant time period, due to misclassification of employees and other unlawful policies and practices, Goodwill has failed to maintain accurate records relating to Perry and other Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Goodwill violated the applicable IWC Wage Order and California Labor Code sections 1198.5 and 1174(d).

Perry and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; California Labor Code section 1174.5 penalties; injunctive relief; and attorneys' fees and costs.

7. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. The applicable IWC Wage Order requires employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Perry and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Goodwill.

Accordingly, Goodwill violated the applicable IWC Order and California Labor Code sections 2800 and 2802. Perry and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; injunctive relief; and attorneys' fees and costs.

8. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, upon the termination of employment (including but not limited to when they were temporarily laid off, laid off, discharged, and/or resigned), Goodwill failed to pay all wages due to their employees within twenty-four (24) hours

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of termination or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Goodwill's practices of misclassifying employees, Perry and Aggrieved Employees were required to work overtime and/or off-the-clock without compensation, and Goodwill failed to accurately record all hours actually worked. Therefore, Goodwill failed to pay Perry and Aggrieved Employees for all straight time wage, minimum wages and overtime compensation owed to them upon termination of their employment. Goodwill also failed to pay Perry and Aggrieved Employees for meal period premiums and rest period premiums they were owed, amongst other wages. Accordingly, Goodwill violated California Labor Code sections 201 and 202.

Perry and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to California Labor Code sections 203 and 1199; and attorneys' fees and costs.

9. CONCLUSION

Harold Perry hereby provides notice to the LWDA under the California Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698, *et seq.*, and specifically asks for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that Claimant may allege a cause of action under PAGA against Goodwill for the violations discussed in this letter.

This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3. By law, an employee alleging a violation of one of the above-referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of Sections 2699, *et seq.*, by seeking redress in court. Cal. Lab. Code § 2699.3(a)(1). The LWDA must then notify the employer and the employee within 60 calendar days regarding whether it intends to investigate the alleged violation. Cal. Lab. Code § 2699.3(a)(2)(B). If the LWDA advises it will not investigate, or if no notice is provided within 65 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. Cal. Lab. Code § 2699.3(a)(2)(A). It is Perry's intention to file a civil complaint and to bring the appropriate claims under California Labor Code § 2699 on behalf of themselves, the State of California and all Aggrieved Employees should your office not address Employers' alleged violations within this timeframe.

If you have any questions or require additional information, please do not hesitate to contact my office. Thank you for your attention to this matter.

BLACKSTONE LAW

Ryan Quadrel
Ryan A. Quadrel, Esq.

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cc: By U.S. Certified Mail, Return Receipt Requested

Goodwill of the San Francisco Bay
Agent for Service, Capitol Corporate Services, Inc.
455 Capitol Mall # 217
Sacramento, CA 95814

Goodwill of the San Francisco Bay
100 Utah Ave
South San Francisco, CA 94080