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April 16, 2026

Via Electronic Filing Only

Attn: PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
(510) 622-3273

**RE: *Raf R. Berardinelli vs. Creative Artists Agency LLC, et al.*
PRIVATE ATTORNEYS GENERAL ACT NOTICE**

Please be informed that Creative Artists Agency LLC (“Employers”) located at 2000 Avenue of the Stars, R 40, Los Angeles, CA 90067, and any other employers or person(s) acting on behalf of the employer as such phrase is used under Labor Code sections 1197.1, 558 and 558.1, have committed and/or caused to be committed Labor Code violations against our client, Raf R. Berardinelli (“Berardinelli” or “our client”), as well as other aggrieved employees working at Employers within the past four (4) years, including all of Employers’ other locations in California. See, *Atempa v. Pedrazzani* (2018) 27 Cal.App.5th 809.

Our client worked as a Researcher for Creative Artists Agency LLC from on or around January 18, 2022 to on or around April 1, 2026, and was a full-time, non-exempt employee. Our client worked for Employers during that time when Employers failed to provide timely and accurate itemized wage statements, failed to maintain complete and accurate time records, failed to reimburse for work-related expenses, and failed to pay all wages due and owing at the end of client’s and other aggrieved employees’ employment, as follows:

Employers violated Labor Code §§ 226(a)(1), (2), (5) and (9), and 1174 because it failed to provide our client and other aggrieved employees with itemized wage statements that fully or accurately stated the (1) gross wages earned, (2) total hours worked by the employee, (5) net wages earned, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Employers further violated Labor Code § 226(a) because it failed to keep a copy of the required itemized statements on file for at least three (3) years at the place of employment or at a central location within the State of California.



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Employers violated Labor Code § 203 because it willfully failed to pay our client and other aggrieved employees earned and due wages upon separation of employment, either immediately upon involuntary termination, or within 72 hours of resignation. Our client's employment with Employers ended on April 1, 2026, but Employers failed and refused to pay all wages earned and due within 72 hours, or ever, upon separation. These earned but unpaid wages include regular wages earned but not paid, reimbursement for work related expenses, and all wages due and owing at the end of employment described above.

Employers violated Labor Code §221 by collecting and/or receiving from our client, and other aggrieved employees, part of their wages theretofore paid by said Respondents to said employees.

Employer violated Labor Code § 2802 because it failed to indemnify our client and other aggrieved employees for necessary expenditures or losses incurred in direct consequence of the discharge of their duties and/or their obedience to Employer's directions. Our client, and other similarly situated employees, were required to use their personal cellphones and home internet connections to perform work-related activities, including but not limited to accessing work systems, communicating with supervisors and colleagues, and processing work data. Employer provided no reimbursement, no stipend, no company-issued cellphone, and no alternative means of communication. These expenses were necessary and directly related to the performance of job duties. Employer's failure to reimburse these necessary business expenses constitutes a violation of Labor Code § 2802.

Each of the aforementioned violations is among the enumerated serious violations set forth in Labor Code § 2699.5, for which there is no statutory right to cure.

Please take further notice that Employer violated Labor Code § 246 because it failed to provide to our client and its other aggrieved employees any paid sick leave. Our client worked for Employer for more than 30 days and was entitled to accrue paid sick leave at the rate of one (1) hour for every thirty (30) hours worked. However, our client did not accrue any paid sick leave at all. To the extent our client took time off from work that would have qualified as sick leave, he received no wages for that time period.

Employer violated Labor Code § 227.3 because it failed to pay our client wages for unused vested vacation time upon separation of employment.

Please take further notice that, based upon the above-mentioned violations, and in addition to the penalties provided by those specific sections themselves, our client also intends to seek penalties under the following Labor Code sections which themselves are not independently actionable but provide for recovery of penalties for violating one or more of the above-mentioned Labor Code sections: Labor Code §§ 203, 210, 248.5, 558, and 226.3.

Employer's violations of Title 8, California Code of Regulations § 11040 (Industrial Welfare Commission Order No. 4-2001) , Labor Code §§ 201-203, 226, 2802, 2699, and other applicable provisions, as alleged herein, including Employer's failure to reimburse necessary business expenses and failure to provide accurate wage statements, constitute unfair business practices in violation of Business & Professions Code §§ 17200, et seq.

Our client is informed and believes, and thereon alleges, that he and other employees were subject to the Labor Code violations alleged herein and, therefore, are aggrieved employees within the meaning of California Labor Code § 2699. Thus, our client, as an aggrieved employee, brings this notice against Employer, on behalf of himself and other current and former aggrieved employees.

Pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, as an aggrieved employee, our client may investigate and pursue claims for other violations for which he was not personally "aggrieved," provided the violations are related to the same underlying facts and policies.

Should the Labor and Workforce Development Agency (LWDA) choose not to pursue this matter, this law office intends to vigorously prosecute the aforementioned Labor Code violations on our client's behalf and vindicate the rights of all employees who have been subjected to these Labor Code violations by Employer.

Very truly yours,

GUERRA & CASILLAS LLP



Tizoc Perez-Casillas
Attorney at Law

cc: Via Certified Mail (9589 0710 5270 2068 3691 02)
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