

April 14, 2026

PAGA NOTICE FILED ELECTRONICALLY

Re: Notice Letter on Behalf of STEVEN LYDELL BURNS and Aggrieved Employees Under California Labor Code section 2699.3

Via Certified Mail Return Receipt Requested:

LUX BUS AMERICA CO.,
1726 COLE BLVD.,
LAKEWOOD, CO 80401
(CMRR Tracking
#9414809898643580010472)

LUX BUS AMERICA CO.,
c/o CSC LAWYERS INCORPORATING
SERVICE
2710 GATEWAY OAKS DRIVE,
SUITE 150N,
SACRAMENTO, CA 95833
(CMRR Tracking
#9414809898643080567872)

To Whom It May Concern:

This letter shall constitute notice under Labor Code section 2699.3 (hereinafter “PAGA Notice”). The \$75 filing fee for the PAGA Notice was paid online by credit card at the time this PAGA Notice was submitted online to the Department of Industrial Relations.

This PAGA Notice concerns STEVEN LYDELL BURNS’s (“Employee”) employment with Employee’s former employer: LUX BUS AMERICA CO. (“Employer”). Employee is a non-exempt hourly employee and works for Employer as a driver at, without limitation, 1875 South River Road, West Sacramento, California 95691. Employee has worked for Employer from approximately September of 2023 through the present. Employee’s duties include, but are not limited to, running short passenger charters, corporate runs, and “over the road” runs that spanned multiple days.

Employee seeks to represent all “Aggrieved Employees” that worked for Employer during the PAGA Period. The “PAGA Period” covers the three years preceding the date this letter was submitted to the LWDA and continues past that date into perpetuity. Specifically, in connection with any alleged claims for violations of Labor Code sections 200, 201, 202, 203, 204, 210, 226, 226.3, 245, 246, 1198, including restraints on competition, whistleblowing and freedom of speech, Employee seeks to represent *all* employees that worked for Employer during the PAGA Period. On all other claims mentioned herein, Employee seeks to represent only non-exempt employees that worked for Employer during the PAGA Period. Collectively, these employees are referred to herein as “Aggrieved Employees.”

Unpaid Minimum and Overtime Wages:

Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of failing to compensate Employee and other Aggrieved Employees for all hours worked at the proper rates of pay. Employer knew, or should have known, that Employee and Aggrieved Employees were entitled to receive wages for all time worked, including regular, overtime, and double time wages, yet failed to pay Employee and Aggrieved Employees all wages owed for work that was required to be performed.

Employee is informed and believes, and based thereon alleges, that Employer maintains a practice or policy of failing to track all minutes actually worked by Employee and Aggrieved Employees by engaging, suffering, or permitting Aggrieved Employees to work off the clock. Specifically, Employer engaged, suffered, or permitted Aggrieved Employees to work off the clock, including, without limitation, by requiring Employee and other Aggrieved Employees to respond to text messages and phone calls off the clock such as responding to shift confirmations or changes in shift schedules. Employer would also schedule shifts for Employee and Aggrieved Employees and send them home when they worked less than half a scheduled shift without paying them reporting time pay. For example, in situations where clients would cancel their rides and there was no shift for employees, Employer sent Employee, and upon information and belief, Aggrieved Employees, home and failed to pay any reporting time pay.

In addition, Employer failed to include all forms of remuneration, including non-discretionary bonuses, shift premiums, and other forms of remuneration into the regular rate of pay during pay periods where overtime was worked. For example, each year, Employer provides Employee and, upon information and belief, Aggrieved Employees, a \$250 gift card, but overtime was paid at the regular rate instead of an adjusted rate.

Given Employee personally suffered these violations of the minimum wage and overtime laws (including sick pay and premium pay laws as it pertains to regular rate), Employee also seeks to represent Aggrieved Employees in connection with other violations of the minimum wage and overtime laws, if any of these should be found. As such, Employee is informed and believes, and based thereon alleges, that Employer violated, without limitation, Labor Code sections 223, 246, 510, 551, 552, 1197, 1198, 1182.12, and applicable Wage Orders based on its continued failure to pay minimum and overtime wages for all hours worked. Thus, Employee and other Aggrieved Employees are entitled to actual and liquidated damages under, without limitation, Labor Code sections 1194, 1194.2, and 1198. Employee is further informed and believes, and based thereon alleges, that Employer's conduct was malicious, fraudulent, or oppressive. Thus, Employer is liable for civil penalties pursuant to Labor Code sections 210, 558, 1197.1, 1199 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee is further informed and believes, and based thereon alleges, that Employer's conduct was malicious, fraudulent, and/or oppressive, making Employer subject to heightened civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Non-Compliant Meal Periods:

Employee is informed and believes, and based thereon alleges, that Employer had and has a policy or practice of compelling Employee and other Aggrieved Employees during the PAGA Period to work excess of five (5) and ten (10) hours per day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or compensation in lieu thereof. By way of example, Employer regularly denied Employee and Aggrieved Employees lawful meal periods by, without limitation, interrupting meal periods; not allowing employees to leave the premises for meal periods; failing to provide meal periods all together; failing to provide a suitable break area; not providing timely meal periods; failing to provide second meal periods; providing short meal periods, including without limitation, meal periods that may appear on the record to be 30 minutes or longer but in practice were shorter than thirty minutes due to having to follow strict driving schedules or having to respond to client calls/requests; requiring that employees carry cellular telephones during meal periods; and otherwise requiring on-duty/on-call meal periods. For example, Employee was required to take his meal period while driving or while remaining on the bus in order to adhere to strict schedules and/or respond to clients, such as if a client needed to collect a personal item from the bus. Given Employee personally suffered these violations of the meal period laws, Employee also seeks to represent Aggrieved Employees in connection with other violations of the meal period laws, including potential violations for auto-deducted meals, if any of these should be found.

Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code sections 512, 1198 and applicable Wage Order(s) each day for each Aggrieved Employee during the PAGA Period, and therefore each Aggrieved Employee was owed one hour of premium pay at their regular rate of pay for each day worked during the PAGA Period under Labor Code section 226.7. However, Employee is informed and believes that those premium payments under Labor Code section 226.7 were not made for these non-compliant meal periods, either at all or at the proper regular rate of pay. Employer is thus liable for civil penalties pursuant to Labor Code sections 210, 558, 1199 and 2699 for both failing to authorize the taking of compliant meal periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee is further informed and believes, and based thereon alleges, that Employer's conduct was malicious, fraudulent, and/or oppressive, making Employer subject to heightened civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Non-Compliant Rest Periods:

Employee is informed and believes, and based thereon alleges, that Employer maintains policies or practices of compelling Employee and other Aggrieved Employees to work over four-hour periods (or major fractions thereof) without authorizing and permitting Employee and other Aggrieved Employees to take uninterrupted, timely, and complete ten-minute rest periods in which the Aggrieved Employees are completely relieved of all of their duties, including, without limitation, by interrupting rest periods; not allowing employees to leave the premises during breaks; by failing to provide rest periods all together; failing to provide a suitable break area;

failing to provide rest periods that were at least ten minutes in length, including rest periods that may have encompassed a total of ten minutes but were in practice less than ten uninterrupted minutes due to, without limitation, having to answer calls from clients or having to monitor the bus in case a client needs to collect a personal item; requiring employees to carry cellular telephones during rest periods; not providing rest periods in a timely fashion; and otherwise requiring on-duty/on-call rest periods. Given Employee personally suffered these violations of the rest period laws, Employee also seeks to represent Aggrieved Employees in connection with other violations of the rest period laws, including potential violations for rest periods where Aggrieved Employees are required to clock-out, if any of these should be found. Employee is informed and believes, and based thereon alleges, that Employer violated the applicable Wage Order(s) each day for each Aggrieved Employee during the PAGA Period, and thus, each Aggrieved Employee was owed one hour of premium pay at their regular rate of pay for each day worked during the PAGA Period under Labor Code section 226.7. Employee is informed and believes that those premium payments under Labor Code section 226.7 were not made for these non-compliant rest periods, either at all or at the proper regular rate of pay, in violation of Labor Code sections 226.7 and 1198. Employer would thus be liable for civil penalties pursuant to Labor Code sections 210, 558, 1199 and 2699 for both failing to authorize the taking of compliant rest periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee is further informed and believes, and based thereon alleges, that Employer's conduct was malicious, fraudulent, and/or oppressive, making Employer subject to heightened civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Inaccurate and Inadequate Recordkeeping Practices:

In addition to the above, Employee is informed and believes, and based thereon alleges, that Employer failed and continues to fail to keep adequate or accurate time records including wage statements and similar payroll documents under Labor Code section 226, documents signed to obtain or hold employment under Labor Code section 432, personnel records under Labor Code section 1198.5, time records under Labor Code section 1174, making it difficult for Employee and other aggrieved employees to calculate their unpaid wages and/or premium payments. Employee and the Aggrieved Employees personally suffered these violations, which in turn entitles Employee and other Aggrieved Employees to penalties prescribed by Labor Code sections 226 and 1198.5. Employer would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5, 1199, and 2699. Employee is further informed and believes, and based thereon alleges, that Employer's conduct was malicious, fraudulent, and/or oppressive, making Employer subject to heightened civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Inaccurate Itemized Wage Statements:

Both independently and as a result of, among other things, Employer's herein-described policies or practices, Employer also intentionally failed and continues to fail to furnish Employee and Aggrieved Employees with itemized wage statements that accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the

employee. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code sections 226, and 1198 each day for each Aggrieved Employee during the PAGA Period. Employee and each Aggrieved Employee personally suffered these violations and was owed penalties under Labor Code section 226 for each pay period worked during the PAGA Period. However, Employee is informed and believes that those penalties under Labor Code section 226 were not paid for these violations of Labor Code sections 226. Employer would thus be liable for civil penalties pursuant to Labor Code sections 226.3, 558, 1199, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee is further informed and believes, and based thereon alleges, that Employer's conduct was malicious, fraudulent, and/or oppressive, making Employer subject to heightened civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Failure to Timely Pay Employees at Time of Separation:

Employee is informed and believes, and based thereon alleges, that Employer, both independently and for the reasons stated above, also willfully and/or intentionally failed and refused, and continues to fail and refuse, to timely pay all compensation owed to Employee and other terminated or resigned Aggrieved Employees, including but not limited to, all overtime wages owed, all minimum wages owed, and all premium pay owed. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code sections 201, 202, 203, and 1198 each pay period for each Aggrieved Employee during the PAGA Period. Employee and each Aggrieved Employee personally suffered these violations and was owed penalties under Labor Code section 203 for each pay period worked during the PAGA Period. Employee is further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. As such, Employer would also be liable for civil penalties pursuant to Labor Code sections 558, 1199 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(j). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii). Employee is further informed and believes, and based thereon alleges, that Employer's conduct was malicious, fraudulent, and/or oppressive, making Employer subject to heightened civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Failure to Reimburse Employees:

Employee is informed and believes, and based thereon alleges, that Employer also failed and refused, and continues to fail and refuse, to sufficiently reimburse Employee and other Aggrieved Employees, for their costs incurred for a GPS system, purchasing uniforms such as white collared shirts, black dress pants, and black footwear, separately laundering mandatory uniforms, use of personal cellular phone for work purposes, as required by Labor Code sections 2800 and 2802, and other statutory and common law offenses. As a result, Employee and other Aggrieved Employees have personally suffered these violations and Employer is liable to reimburse Employee and other Aggrieved Employees for the costs incurred in furtherance of work duties. In addition, Employer would be liable for civil penalties pursuant to Labor Code sections 558, 1199 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee is

further informed and believes, and based thereon alleges, that Employer's conduct was malicious, fraudulent, and/or oppressive making Employer subject to heightened civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Failure to Comply with Sick Pay Laws:

Employee is further informed and believes, and based thereon alleges, that Employer has or had a policy or practice of failing to provide Employee and other Aggrieved Employees with all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave required to be provided pursuant to California and local laws. Employee is further informed and believes that the sick pay was not provided at the proper regular of pay as required under California law due to failure to properly calculate the regular rate. Employee is additionally informed and believes that the notice requirement of Labor Code section 221, 223, 233, 234, 245 and 246 involves a mandatory payroll or workplace injury reporting. Employee is thus informed and believes that Employer violated these Labor Code sections, as well as Labor Code section 1198. Employee and other Aggrieved Employees have personally suffered violations under these sections and Employer would be liable for civil penalties for violation of the paid sick leave regulations under Labor Code sections 1198 and 2699. Employee is further informed and believes, and based thereon alleges, that Employer's conduct was malicious, fraudulent, and/or oppressive, making Employer subject to heightened civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Failure to Timely Pay All Wages Owed:

Employee is informed and believes, and based thereon alleges, that Employer had and has a policy or practice of failing to pay Employee and Aggrieved Employees their wages in accordance with Labor Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive of any calendar month, shall be paid for between the 1st and 10th day of the following month." Employee is informed and believes and based thereon alleges that Employer did not and does not pay Employee and other Aggrieved Employees every day and every workweek in accordance with Labor Code sections 204 and 1198 due to, among other things, the violations set forth above, the derivative nature of which is an implicit consequence of the rationale in *Camp v. Home Depot USA, Inc.* (2022) 84 Cal.App.5th 638. As such, Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code section 204. Employee and other Aggrieved Employees have personally suffered these violations. Thus, Employer would be liable for civil penalties pursuant to Labor Code sections 210, 558, 1199 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee is further informed and believes, and based thereon alleges, that Employer's conduct was malicious, fraudulent, and/or oppressive, making Employer subject to heightened civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

To the extent Employer previously used the notice and cure provision of Labor Code section 2699.3 within the last twelve months, under section 2699.3(d), Employer is not eligible to cure the violations discussed herein under section 2699.3 or otherwise use the early evaluation conference process pursuant to section 2699.3(f).

In the event that Employer is determined to have satisfied sections 2699(g), 2699(h), or otherwise 2699(d)(1), Employer is also, in the alternative, liable for civil penalties pursuant to Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

In the event that Employer is determined to have, prior to this notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from Employee or his/her counsel, adequately taken all reasonable steps to be in compliance with all provisions identified in this notice, Employer is still liable for civil penalties pursuant to section 2699(g)(1)-(3).

In the event that Employer is deemed to have adequately taken all reasonable steps to be in compliance with all provisions identified in this notice within 60 days of receiving this notice, Employer is still liable for civil penalties pursuant to Labor Code section 2699(h)(1)-(3).

If the LWDA or a court issued a finding or determination to the Employer within five (5) years of any of violations described above, that Employer's policy or practice giving rise to such violations was unlawful, Employer would be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3), and is **not** eligible for reduced penalties under either Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the serving of this notice. Regardless, as set forth above, Employee alleges Employer's conduct giving rise to the violations as detailed herein was and is malicious, fraudulent, and/or oppressive, particularly given, among other reasons, Employer has been sued for these violations in the past. Thus, Employer is additionally subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and, per Labor Code sections 2699(g)(3) and 2699(h)(3), is **not** eligible for reduced penalties for remedying violations either prior to or after the Employer's receipt of this notice.

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Pursuant to Labor Code section 2699.3, subdivisions (a)(2)(A), (c)(1)(D)-(E), and/or (c)(2)(A)-(B), please advise within sixty-five (65) calendar days of the postmarked date of this notice whether the LWDA intends to investigate the violations alleged above. Our office understands that if we do not receive a response within sixty-five (65) calendar days of the postmark date of this PAGA Notice that the LWDA intends to investigate these allegations, Employee may immediately thereafter file a civil complaint against Employer to allege causes of action for civil penalties or for injunctive relief under the Private Attorney General Act for the herein-described alleged violations of the Labor Code.

Very truly yours,

BIBIYAN LAW GROUP, P.C.

/s/ Bevin Pike

/s/ Trisha Monesi

Bevin Pike

Trisha Monesi

cc:

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