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April 13, 2026

Via Online Filing (at <https://dir.govfa.net/411>)

Attn: PAGA Administrator

Labor Workforce Development Agency

1515 Clay Street, Ste. 801

Oakland, CA 94612

Re: Notice of Labor Code §2699, et seq., "PAGA" Violations

Claimant: Ethan Skelton

Respondent: Pro Grill Cleaning, Inc.

Dear California Labor & Workforce Development Agency:

Pursuant to Labor Code § 2699.3, this letter provides notice to the Labor and Workforce Development Agency ("LWDA"), Pro Grill Cleaning, Inc., and all affiliated entities (the "Company") that Complainant Ethan Skelton ("Skelton") intends to file a civil lawsuit based on claims, among others, arising under the Private Attorney General Act, California Labor Code §§ 2699, et seq., ("PAGA"), if LWDA declines to pursue the matter on its own.

From March 25, 2025 through July 11, 2025, Skelton worked for Pro Grill Cleaning, Inc. as a BBQ cleaning technician. Skelton worked full time performing mobile barbecue cleaning services throughout Southern California. Claimant is an "aggrieved employee" within the meaning of Labor Code § 2699(c) in that he was employed by Defendant and personally suffered the violations alleged herein.

Company Control and Direction

The Company exercised substantial control over the manner and means of Skelton's work. The Company assigned specific jobs to Skelton daily, dictated work start times, required use of company-mandated apps for timekeeping and job documentation, and subjected Skelton's work to continuous management review and adjustment. The Company provided all tools, equipment, and a company vehicle necessary to perform the work, required employees to wear company-branded uniforms, and imposed extensive workplace policies governing how work was to be performed. The Company monitored Skelton's work through GPS tracking and dashcam surveillance and maintained the right to discipline employees for failure to comply with company policies and procedures.

Throughout Skelton's employment at Pro Grill, the Company systematically violated California labor laws affecting Skelton and other employees. The Company did not maintain accurate records of hours worked and ensure employees received all wages owed.

Unpaid Travel Time Between Job Sites

As a mobile field technician, Skelton regularly traveled between multiple customer locations throughout each workday. The Company failed to compensate Skelton and other field technicians for time spent driving between customer job sites during the workday. This travel time is a principal work activity required to perform mobile cleaning services, yet it was systematically excluded from compensation. This travel time constituted compensable work time under California law but was systematically excluded from recorded hours worked and compensation.

Meal and Rest Break Violations

The Company required employees to work extended shifts performing mobile services with inadequate opportunity for duty-free meal periods and rest breaks. The Company failed to provide compliant meal and rest breaks and failed to pay meal and rest break premiums when these breaks were not provided.

Failure to Reimburse Business Expenses

The Company failed to reimburse employees for necessary business expenses, requiring employees to purchase their own safety equipment, which was mandatory for the position. Employees were also required to pay out of pocket for other work-related expenses without reimbursement.

Wage Statement and Timekeeping Violations

The Company failed to provide accurate itemized wage statements reflecting all hours worked.

Other Wage and Hour Violations

Skelton intends to bring PAGA claims representing himself, former employees and current employees who were and are subjected to Labor Code violations by Pro Grill. Based on information and belief, other employees were similarly denied compensation for travel time between work locations, were denied compliant meal and rest breaks, were not provided accurate wage statements, were not reimbursed for necessary business expenses, were not paid all earned wages on semi-monthly pay dates, and were not paid all wages on their last day of employment. These policies and practices were uniform and applied to Claimant and all other similarly situated employees.

The Company's misconduct violates numerous provisions of the Labor Code, including without limitation:

- LC § 201 (failure to timely pay wages upon involuntary discharge)
- LC § 202 (failure to timely pay wages upon voluntary departure)
- LC § 203 (waiting-time penalties for failure to pay timely the above in full)
- LC § 204 and 204(a) (failure to pay all earned wages on semi-monthly pay dates)

- LC § 226 (wage statement violations)
- LC § 226.7 (failure to provide meal and rest breaks)
- LC § 246 (paid sick leave)
- LC § 247.5 (maintenance of hours worked and paid sick days accrued)
- LC § 510/1194 (overtime pay; failure to pay for all hours worked including travel time)
- LC § 512 (meal periods)
- LC § 1174 (maintenance of payroll records)
- LC § 2802 (reimbursement of necessary business expenses)

Skelton intends to seek all associated remedies, including without limitation, unpaid principal amounts, penalties, injunctive relief, interest and attorney's fees and costs, under the Labor Code, including without limitation:

- LC § 210 (\$100/\$200 per pay period per employee, plus 25% of withheld wages)
- LC § 226(e) (\$50 initial pay period and \$100 per subsequent pay period)
- LC § 226(h) (attorney's fees and costs for paystub violations)
- LC § 226.3 (\$250/\$1000 per employee per pay period per violation)
- LC § 256 (waiting-time penalties)
- LC § 558 (meal and rest break premiums)
- LC § 1174.5 (\$500 for recordkeeping violations)
- LC § 1194 (attorneys' fees and costs for overtime violations)
- LC § 1197.1 (\$100/\$250 per employee per pay period)
- LC § 2699(f)(2) (\$100/\$200 per employee per pay period for LC requirements without specific penalties, including without limitation, all sections listed in this letter)
- LC § 2699(g)(1) (attorney's fees and costs)
- LC § 2802 (reimbursement of necessary business expenses)

If the LWDA provides notice that it does not intend to pursue these matters, or we do not receive notice within 60 calendar days of the date of the letter, we intend to file a claim under PAGA in addition to other potential claims.

Should you have any questions or need further information, please contact our office on Skelton's behalf directly at 818-377-7477 and/or at the address at the top of this letter's first page. Thank you for your attention to the matter.

Very truly yours,

The Shaolian Law Firm P.C.

By: Michael Shaolian

Michael Shaolian

Cc: (via certified mail U.S. Mail)
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c/o

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