BRADLEY/GROMBACHER LLP
CLASS ACTIONS, MASS TORTS & CATASTROPHIC INJURIES

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April 22, 2026

Via Online Submission
Labor and Workforce Development
Agency Attn: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Re: Written Notice – Private Attorney General Act ("PAGA") – Labor Code § 2698 et seq.
Carmen I. Gonzalez-Gomez v. Universal City Studios LLC, et al.

PAGA Administrator:

Notice is hereby provided that, pursuant to Labor Code § 2699.3, Carmen I. Gonzalez-Gomez ("Employee") contends that Universal City Studios LLC ("Employer") has violated, and continues to violate, provisions of the Labor Code and wage orders promulgated by the Industrial Welfare Commission ("IWC wage order"), including, but not limited to, Labor Code §§ 201-203, 204, 221, 223, 226(a), 226.7, 510, 512, 516, 1174.5, 1182, 1194, 1197, 1198, and 2802, and the applicable IWC wage order.

In accordance with the required notice under Labor Code § 2699.3 of the Private Attorney General Act ("PAGA"), this letter shall serve as formal written notice to the Labor and Workforce Development Agency ("LWDA").

Employee worked for Employer as a Production Cook, Lead, and Trainer in Employer's Food Culinary Production Kitchen and VIP Moulin Rouge restaurant located at Universal Studios Hollywood, Universal City, California. Employee worked in this location from approximately May 14, 2016 through approximately November 15, 2025 — nearly ten (10) years. During her employment, Employee regularly served meals to approximately one thousand (1,000) guests daily and performed training duties for new employees approximately three (3) to five (5) times per year.

Employee is an "aggrieved employee" as defined in Labor Code § 2699(a) and brings this action on behalf of herself and all other aggrieved employees of Employer, and seeks penalties under PAGA for Employer's violations of the Labor Code.

Employer Universal City Studios LLC is a Delaware Limited Liability Company that owns and operates Universal Studios Hollywood, a major theme park and entertainment complex located

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at 100 Universal City Plaza, Universal City, California 91608, and does business throughout the State of California.

At all relevant times, Employer issued and maintained uniform, standardized scheduling, timekeeping, and compensation practices and procedures for all aggrieved, hourly paid employees in California, including Employee and others similarly situated, regardless of their location or position.

Employee and other aggrieved employees seek penalties and other compensation from Employer for the relevant time period because Employer:

- Failed to Pay Employees for All Overtime (Lab. Code §§ 510, 1198);
- Failed to Pay Employees for All Hours Worked, including pre-shift time spent donning required uniforms and walking to the clock-in location (Lab. Code §§ 221, 223, 1182, 1194, 1197, 1198);
- Failed to Provide Employees with Compliant Meal Periods (Lab. Code §§ 226.7, 512, 516, and 1198);
- Failed to Provide Employees with Compliant Rest Periods (Lab. Code §§ 226.7, 516, and 1198);
- Failed to Reimburse Employees for Business Expenses (Lab. Code § 2802);
- Failed to Pay Contractually Required Training Premium Pay (Lab. Code §§ 221, 223, and 1198);
- Failed to Timely Pay Wages During Employment (Lab. Code § 204);
- Failed to Pay All Wages Owed at Termination (Lab. Code §§ 201-203); and,
- Failed to Provide Employees and Aggrieved Employees with Accurate, Itemized Wage Statements and Failed to Maintain Accurate Records (Lab. Code §§ 226(a), 1174.5).

Below please find the relevant facts and legal theories to support the aforementioned violations.

Failure to Pay Overtime

During the Relevant Time Period, upon information and belief, Employer had, and continues to have, a company-wide policy and/or practice of rounding employees' compensable work time to the nearest one-tenth (1/10th) of an hour. This rounding policy is not neutral in its application.

Rather than rounding employees' time up and down with equal frequency and equal effect, Employer's rounding policy systematically and consistently rounds down employees' compensable time in a manner that, over time, benefits Employer at the expense of Employee and other aggrieved employees, resulting in employees being paid for less time than they actually worked. See See's Candy Shops, Inc. v. Superior Court (2012) 210 Cal.App.4th 889.

Additionally, as described more fully below, Employer required Employee and other aggrieved employees to perform two separate and distinct categories of compensable pre-shift activity — donning required uniform items and walking to the clock-in location — without any compensation. Because Employee and other aggrieved employees regularly worked shifts of eight (8) hours a day or more and/or forty (40) hours a week or more, some of this uncompensated time qualified for overtime premium pay.

California Labor Code §§ 510 and 1198 and the applicable IWC wage order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of one-and-one-half (1½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC wage order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

Accordingly, Employer regularly failed to pay overtime wages to Employee and other aggrieved employees for all overtime hours worked in violation of Labor Code §§ 510 and 1198. Employee and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code §§ 1197.1 and/or 2699(a), (f)-(g).

Failure to Pay All Wages

During the Relevant Time Period, Employer required Employee and other aggrieved employees to perform two separate and distinct categories of compensable pre-shift activity without compensation.

First, Employer required Employee and other aggrieved employees to arrive at the locker room and don required uniform items — including white coats and disposable hats — before they were permitted to begin their shift. The time spent donning these required uniform items is a distinct, compensable activity performed at Employer's direction and for Employer's benefit.

Second, and separately, after donning their required uniforms, Employee and other aggrieved employees were required to walk approximately ten (10) to fifteen (15) minutes from the locker room area to their designated clock-in location before they were permitted to clock in. This post-donning walk time is an additional and separate category of compensable time for which Employer also provided no compensation. Notably, Employer does provide some additional walktime at the end of shifts for employees to return to the locker room area — an asymmetry that demonstrates Employer's awareness of and ability to account for employee travel time, while choosing not to compensate for the equivalent pre-shift time.

Furthermore, Employer's rounding policy, as described above, systematically reduced the total compensable hours recorded for Employee and other aggrieved employees, resulting in the underpayment of all wages owed.

Additionally, Employer failed to properly calculate employees' regular rate of pay for purposes of overtime and meal and rest period premium calculations. Specifically, Employer included non-worked time — such as sick leave, vacation pay, and other paid non-working hours — in the total hours used to calculate employees' regular rate, thereby diluting the regular rate and resulting in the systematic underpayment of overtime premiums and meal and rest period premium pay owed to Employee and other aggrieved employees.

Labor Code § 1194(a) provides in relevant part: "[n]otwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage … is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage … including interest thereon, reasonable attorney's fees, and costs of suit."

Labor Code § 1197 provides: "[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful."

The failure to pay at least minimum wages to Employee and aggrieved employees for each and every hour worked violates Labor Code §§ 1182.11-1182.12, 1194, 1194.2, and 1197, and the applicable IWC wage order. The failure to pay designated wages to Employee and aggrieved employees for each and every hour worked further violates Labor Code §§ 221 and 223, and the applicable IWC wage order.

Accordingly, Employer regularly failed to pay all wages owed to Employee and other aggrieved employees in violation of Labor Code §§ 1194, 1197, 1197.1, and 1198. Employee and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code §§ 1197.1 and/or 2699(a), (f)-(g).

Failure to Provide Compliant Meal Periods

Meal periods were regularly missed, shortened, and/or interrupted. Specifically, Employee and other aggrieved employees employed in Employer's culinary and food service operations were provided a scheduled meal period of only thirty-six (36) minutes in duration. However, the designated meal break area required employees to walk approximately three to four (3-4) minutes each way, consuming approximately six to eight (6-8) minutes of the scheduled meal period for travel alone. As a result, Employee and other aggrieved employees regularly received fewer than thirty (30) minutes of actual off-duty meal period time, in violation of California law.

Furthermore, due to chronic understaffing at Employer's facility — which serves approximately one thousand (1,000) guests daily — Employee and other aggrieved employees regularly continued to perform work duties during their scheduled meal periods. Employee regularly clocked out for her meal period and then continued performing work duties, including communicating with supervisors and performing kitchen-related tasks, without compensation, because staffing levels were insufficient to permit her to take a complete and uninterrupted meal period. As a result, Employer's wage statements were additionally inaccurate in that they reflected Employee as having clocked out for a meal period during which she was in fact still working, causing the wage statements to understate hours actually worked and overstate net pay actually due.

Under California law, employers must provide meal periods and authorize and permit rest periods to all employees during their shifts. In Augustus v. ABM Security Services, Inc. (2016) 2 Cal.5th 257, the California Supreme Court reaffirmed that the required meal and rest periods must be "off-duty," which means that employees must be relieved of "all work-related duties" and must be "free from employer control" over how they "spend their time." Id. at 264, 269. The mere existence of a facially lawful meal and rest break policy is unavailing if there are practical constraints and pressures on employees to perform their duties in ways that omit or curtail breaks. See Brinker Rest. Corp. v. Superior Court (2012) 53 Cal.4th 1004, 1040.

On July 15, 2021, the California Supreme Court issued its decision in Ferra v. Loews Hollywood Hotel, LLC (2021) 11 Cal.5th 858, holding that employers must pay premium payments to employees for missed meal, rest, and recovery breaks at the employee's "regular rate of pay" instead of their base hourly rate. As noted above, Employer's improper dilution of employees' regular rate through the inclusion of non-worked paid time in the hours denominator results in the further underpayment of meal period premiums, because the effective regular rate used to calculate those premiums is lower than employees' true regular rate of pay.

Employer knew or should have known that as a result of its policies and/or practices, Employee and other aggrieved employees were not actually relieved of all duties to take timely, uninterrupted meal periods of not less than thirty (30) minutes. Employer further knew or should have known that it did not pay Employee and other aggrieved employees all meal period premiums when meal periods were missed, late, short, and/or interrupted. Accordingly, Employer failed to provide all meal periods in violation of Labor Code §§ 226.7, 512(a), 516, and 1198.

Employee and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code §§ 2699(a), (f)-(g).

Failure to Provide Compliant Rest Periods

Labor Code §§ 226.7, 516, and 1198, and the applicable IWC wage order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a rest period is not provided. The applicable IWC wage order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof."

During the Relevant Time Period, Employer regularly failed to authorize and permit Employee and other aggrieved employees to take a full ten (10) net minutes of off-duty rest period time per each four (4) hour period worked or major fraction thereof. Specifically, Employer provided a ten (10) minute rest period but failed to account for the time employees must spend walking to and from the designated rest area. Because no additional walktime was provided for rest breaks — in contrast to the walktime provided at the end of shifts — employees' actual off-duty rest time was reduced by the mandatory travel time, resulting in employees receiving fewer than ten (10) net minutes of actual off-duty rest time per rest period.

Employer has engaged in a company-wide practice and/or policy of not paying rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Employee and other aggrieved employees have not received premium pay for all non-compliant rest periods.

Accordingly, Employer failed to authorize and permit all compliant rest periods in violation of Labor Code §§ 226.7, 516, and 1198. Employee and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code §§ 2699(a), (f)-(g).

Failure to Reimburse Business Expenses

At all times relevant hereto, Employer had company-wide policies and/or practices whereby non-exempt employees were required to undertake expenses on Employer's behalf without reimbursement. Specifically, Employee was required to use her personal cell phone to send text messages and photographs to the chef and other supervisors regarding work-related matters, including food preparation updates, kitchen status, and work instructions. Employer required this use of Employee's personal cell phone as a necessary component of her job duties but failed to reimburse Employee for these work-related expenses.

Accordingly, Employer regularly failed to reimburse Employee and other aggrieved employees for all necessary expenditures and losses they incurred in the performance of their job duties in violation of Labor Code § 2802. Employee and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code §§ 2699(a), (f)-(g).

Failure to Pay Contractually Required Training Premium Pay

Throughout the Relevant Time Period, Employee regularly served as a trainer for Employer, training new employees approximately three (3) to five (5) times per year in her capacity as a Lead and Trainer in Employer's Production Kitchen and VIP Moulin Rouge restaurant. Pursuant to the applicable collective bargaining agreement between Employer and Employee's union, employees who perform training duties are entitled to receive a nondiscretionary premium pay rate of thirty-five percent (35%) above their applicable base hourly rate for all time spent performing such training activities.

Despite Employee's regular performance of training duties as required and directed by Employer throughout her nearly ten (10) years of employment, Employer systematically failed and refused to pay Employee and other similarly situated employees the contractually required thirty-five percent (35%) training premium pay for all time spent performing training duties.

Because the training premium is a nondiscretionary payment mandated by the applicable collective bargaining agreement, it constitutes remuneration that must be included in the calculation of employees' regular rate of pay for purposes of overtime and meal and rest period premium calculations. Employer's failure to pay the training premium therefore caused a compounding underpayment: Employee and other aggrieved employees lost both the training premium itself and additional overtime and meal/rest period premium amounts that would have been owed had the training premium been properly factored into the regular rate.

Employer's failure to pay the contractually required training premium pay constitutes a failure to pay wages owed in violation of California Labor Code §§ 221 and 223, which prohibit the payment of wages at rates below those designated by contract, as well as Labor Code § 1198.

Employee and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code §§ 2699(a), (f)-(g).

Failure to Timely Pay Wages During Employment

California Labor Code § 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 § 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, Employer willfully failed to pay Employee and other aggrieved employees all wages due, including but not limited to overtime wages, minimum wages, meal and rest period premiums, and training premium pay, within the time periods specified by California Labor Code § 204.

Employee and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code §§ 210 and/or 2699(a), (f)-(g)

Failure to Timely Pay Final Wages Upon Termination

Employee's employment with Employer ended on or about November 15, 2025. As a pattern and practice, Employer regularly failed to pay Employee and other aggrieved employees their final wages pursuant to Labor Code §§ 201-203, including all unpaid overtime wages, unpaid pre-shift donning time, unpaid pre-shift walk time, unpaid meal and rest period premiums, and unpaid training premium pay. Employer's failure to include all such accrued compensation in final wage payments was willful, as Employer was at all relevant times aware of its obligations under California law and maintained the unlawful policies and practices described herein despite that awareness.

Labor Code §§ 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 that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter.

On information and belief, Employer has a company-wide practice or policy of failing to pay all accrued wages to departing employees and does not adhere to the time requirements set forth in Labor Code §§ 201 and 202.

Failure to Provide Accurate, Itemized Wage Statements

Labor Code § 226(a) requires employers to make, keep, and provide true, accurate, and complete wage records. Employer has not provided Employee and other aggrieved employees with properly itemized wage statements. During the Relevant Time Period, Employer knowingly and intentionally provided Employee and other aggrieved employees with uniform, incomplete, and inaccurate wage statements that fail to correctly list: gross wages earned; total hours worked, including pre-shift donning time and pre-shift walk time; net wages earned; all applicable hourly rates in effect during the pay period, including the contractually required training premium rate and rates of pay for overtime wages and/or meal and rest period premiums; and the corresponding number of hours worked at each hourly rate.

Employer violated Labor Code §§ 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9). Because Employer did not record the time Employee and other aggrieved employees spent performing pre-shift donning activities and walking to the clock-in location, Employer did not list the correct amount of gross wages and net wages earned in compliance with §§ 226(a)(1) and 226(a)(5), respectively. For the same reason, Employer failed to accurately list the total number of hours worked, in violation of § 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of § 226(a)(9). Additionally, because Employee regularly clocked out for meal periods while continuing to work, Employer's wage statements inaccurately reflected Employee as having taken compliant meal periods on days when she in fact continued working without compensation, causing further inaccuracy in the total hours worked and wages earned reflected on those statements.

As a result of Employer's failure to keep accurate records, Employee and other aggrieved employees suffered injuries in the form of confusion over whether they received all wages owed to them, and difficulty and expense in reconstructing pay records, in addition to other injuries which may come to light during the discovery process.

Employee and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code §§ 226.3, 1174.5, and/or 2699(a), (f)-(g).

Conclusion

Enclosed please find a copy of the class action complaint being filed concurrently in the Superior Court for the State of California, County of Los Angeles. Employee respectfully requests that the LWDA notify this office within sixty (60) days if it wishes to investigate this matter further. A copy is being sent via certified mail to Employer. Should you have any questions or concerns or require additional information, please do not hesitate to contact the undersigned.

Thank you for your time and consideration.

Very truly yours,

BRADLEY GROMBACHER, LLP

BY: Marcus J. Bradley
Marcus J. Bradley

Enclosure – as stated above.

cc: UNIVERSAL CITY STUDIOS LLC
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