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FILED
SUPERIOR COURT SAN JOAQUIN
2026 JUL 15 A 9:11
STEPHANIE BOHRER, CLERK
BY ________
DEPUTY

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN JOAQUIN

DALLAS SPIVEY, an individual, on her behalf, on behalf of all others similarly situated, and on behalf of the Labor and Workforce Development Agency; Plaintiff, v. HULL & COMPANY, LLC, a limited liability company; BROWN & BROWN INSURANCE, a corporation; and DOES 1-100, inclusive, Defendants.	Case No.: STK-CV-UOE-2026-9099 CLASS AND REPRESENTATIVE ACTION COMPLAINT 1. FAILURE TO PAY OVERTIME AT CORRECT RATE 2. FAILURE TO PROVIDE MEAL PERIODS OR PAY PREMIUMS AT CORRECT RATE 3. FAILURE TO PAY ALL WAGES DUE AT END OF EMPLOYMENT 4. FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS 5. FAILURE TO REIMBURSE FOR BUSINESS EXPENSES 6. UNFAIR COMPETITION 7. PRIVATE ATTORNEYS GENERAL ACT JURY TRIAL DEMANDED

Plaintiff Dallas Spivey brings this class and representative action against Hull & Company, LLC, a limited liability company; Brown & Brown Insurance, a corporation; and Does 1 through 100, for violations of the Labor Code and Business and Professions Code, as follows.

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PARTIES

1. Plaintiff Dallas Spivey ("Plaintiff" or "Spivey") is a resident of California and was an "employee" as defined by the Labor Code and the applicable California Industrial Wage Commission ("IWC") Order(s).

2. Defendant Hull & Company, LLC ("Hull & Company" or "Defendant") is a Florida limited liability company, formed under the laws of that state.

3. Defendant Brown & Brown Insurance ("Brown & Brown") is a Florida corporation, formed under the laws of that state.

4. At all times relevant herein, Hull & Company and Brown & Brown were both "employers" as defined by the Labor Code and applicable California Industrial Wage Commission ("IWC") Order(s).

5. Hull & Company, Brown & Brown, and Does 1-100 are collectively referred to as Defendants.

6. Plaintiff is not aware of the true names and capacities of the Defendants sued herein as Does 1 through 100, whether individual, corporate, associate, or otherwise and therefore sues such Defendants by these fictitious names. Plaintiff will amend this Complaint to allege their true names and capacities when ascertained. Plaintiff is informed and believes, and on that basis alleges, that each of the fictitiously named Defendants is responsible in some manner for the occurrences herein alleged and that Plaintiff' injuries and damages herein alleged were legally caused by such Defendants. Unless otherwise indicated, each Defendant was acting within the course and scope of said agency and/or employment, with the knowledge and/or consent of said co-Defendant.

7. Plaintiff is informed and believes and thereupon alleges that at all times mentioned herein, each of the Defendants, including each Doe Defendant, acted as the agent, servant, employee, partner and/or joint venturer of and acted in concert with each of the remaining Defendants, including each Doe Defendant, in doing the things herein alleged, while at all times acting within the course and scope of such agency, service, employment partnership, joint venture and/or concert of action. Each

Defendant, in doing the acts alleged herein, acted both individually and within the course and scope of such agency and/or employment, with the knowledge and/or consent of the remaining Defendants.

VENUE AND JURY TRIAL DEMAND

8. Venue is proper in this court as Plaintiff was employed by Defendants in San Joaquin County. With respect to the First through Sixth Causes of Action, Plaintiff hereby demands a jury trial.

GENERAL ALLEGATIONS

9. Spivey was hired by Defendants on or around January 3, 2023 as a Junior Underwriting Assistant (she was later promoted to Senior Underwriting Assistant). Defendants are companies that provide wholesalers insurance (e.g., coverage for business that play vital roles in supply chains). At all times throughout her employment with Defendants, Spivey was correctly classified and paid as an hourly, nonexempt employee. Spivey reported to Hull & Co.'s office in Stockton, California.

10. Plaintiff was jointly employed by Defendants. Plaintiff's wage statements initially showed that Brown and Brown was her employer. **Exhibit A.** At some point in time, Plaintiff's wage statements began to show that "Brown & Brown Inc. is the common paymaster for the following employer: 423 Hull & Company, LLC (Hull-Stockton)." **Exhibit B.** Furthermore, the "Notice to Employee" for Plaintiff, issued pursuant to Labor Code section 2810.5, said that "Brown and Brown Insurance Company" was the legal name of the hiring employer. **Exhibit C.**

11. Spivey frequently worked more than eight hours in a workday and more than forty hours in a workweek, entitling her to overtime pay under California law. However, Hull & Co. routinely failed to pay overtime at the correct rate.

12. In addition to her base, hourly pay, Spivey also earned nondiscretionary bonuses ("profit center bonuses" and "incentives"), which, she is informed and believes, were based on productivity and profitability. However, when it came time to calculate Spivey's "regular rate of pay" for purposes of overtime, Defendants ignored the value of these bonuses, and simply paid her earned overtime at 1.5 times her base hourly rate only, resulting in an underpayment of wages and a violation of Labor Code section 510. **Exhibit D.**

13. Spivey was also denied meal periods to which she was entitled. Though she frequently worked remotely, Spivey was often, due to the demands of the job, unable to take a full thirty-minute meal period, free of all duty. On other occasions, Spivey would be unable (again, due to the demands of her job) to stop all work and begin her meal period by the end of the fifth hour of work. Thus, Hull & Co. violated Labor Code section 512. Though Spivey was paid premiums for at least some meal period violations, these premiums were not paid at the regular rate of compensation, as Hull & Co. again failed to account for the value of nondiscretionary bonuses earned. **Exhibit E.**

14. In or around July of 2024, Spivey was paid a large, lump sum amount of meal period premiums for a prior failure to authorize and permit compliant meal periods over preceding months. By failing to pay all wages due upon the close of each pay period, Hull & Co. violated Labor Code section 204.

15. Additionally, when Spivey took paid time off (in lieu of paid sick time), Hull & Co. again ignored the value of nondiscretionary bonuses earned. Instead, Hull & Co. paid Spivey her paid time off hours at only her base hourly rate. **Exhibit F.** Thus, Hull & Co. violated Labor Code section 246.

16. Because Spivey was not paid overtime at the correct rate, was not paid meal period premiums at the correct rate, and was not paid her paid time off hours at the correct rate, the itemized wage statements furnished to her failed to accurately show gross wages earned, net wages earned, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each rate, in violation of Labor Code section 226, subdivisions (a)(1), (5), and (9). Separately, the wage statements furnished to Spivey did not accurately show the name and address of the legal entity that is the employer. Her wage statements showed the employer name, variously, as (1) "Brown & Brown, Inc." (which is neither the full name of Brown & Brown Insurance, nor a reasonable truncation thereof) or (2) "423 Hull & Company, LLC" (which is not the accurate name of Hull & Company LLC). Thus, Defendants violated Labor Code section 226(a)(8). (Exhibits 1-3, *supra.*)

17. Spivey's employment ended on or around March 13, 2026. As of the date of this letter, she has not been paid any portion of the wages due and owing, *supra.* Thus, Defendants violated Labor Code section 201.

18. Separately, Spivey was not reimbursed for all work-related expenses. Spivey was required to have internet access in order to work from home (as permitted); however, Hull & Co. paid no portion of her internet bill. Also, Spivey had to use her personal cell phone for purposes of using an authentication app (to log into Hull & Co.'s servers/intranet), and also using a separate app to gain access to the local, physical office. Hull & Co. paid no portion of Spivey's cell phone bill. Thus, Hull & Co. violated Labor Code section 2802.

19. The foregoing list of misconduct is a partial list only and is set forth by way of example.

20. On May 5, 2026, Spivey provided written notice to the Labor and Workforce Development Agency ("LWDA") and Hull & Company regarding the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support those alleged violations. **Exhibit G.**

21. As of the filing of this Complaint, more than 65 calendar days after Spivey's written notice, the LWDA did not provide written notice that it intends to investigate any of Spivey's allegations as set forth above. Accordingly, Spivey satisfied the administrative prerequisites under Labor Code section 2699.3 to bring a civil action to recover civil penalties against Defendants, in addition to other remedies, for violations of the California Labor Code.

CLASS ACTION ALLEGATIONS

22. Spivey brings the First through Sixth Causes of Action as a class action, on behalf of herself and all others similarly situated, pursuant to Code of Civil Procedure 382. The Class which Spivey seeks to represent is defined as: All persons who were employed by Defendants in California as hourly, nonexempt employees, at any time from four years prior to the filing of this action through the date of trial.

a. Spivey also seeks to represent a Former Employee Subclass, defined as: All persons who were previously employed by Defendants in California as hourly, nonexempt employees at any time from three years prior to the filing of this action through the date of trial.

23. The Class is so numerous that joinder of all members is impracticable, and the disposition of their claims in a class action is a benefit to the parties and to the Court. Plaintiff is informed and believes, and based thereon alleges, that Defendants have employed more than 100 employees who satisfy the class definition. Although the exact number and identity of Class Members is not presently known, they can be identified in Defendants' records through coordinated discovery pursuant to this class action.

24. This action may be maintained as a class action because the questions of law and fact which are common to Class Members clearly predominate over any questions affecting only individual members and because a class action is superior to other available methods for adjudicating the controversy.

25. There are numerous common questions of law and fact arising out of Defendants' conduct. This class action focuses on, *inter alia,* Defendants' systematic failure to: (a) provide meal periods or pay premiums at the correct rate; (b) pay overtime and doubletime wages earned, and at the correct rate; (c) pay sick hours at the correct rate; (d) reimburse employees for all necessary business expenses; (e) furnish accurate itemized wage statements, and (f) pay all wages due and owing upon cessation of employment.

26. Furthermore, common questions of fact and law predominate over any questions affecting only individual members of the Class. The predominating common or class-wide questions of law and fact include the following:

a. Whether Defendants provided Class Members with an uninterrupted thirty-minute meal period, free of all duty, no later than the end of the fifth hour of work;

b. Whether Defendants provided Class Members with an hour's pay for each meal period at the regular rate of pay (inclusive of, *inter alia,* the value of nondiscretionary bonuses earned) that was not provided in accordance with the Labor Code and applicable IWC Wage Orders;

c. Whether Defendants paid Class Members their earned overtime and doubletime wages at 1.5 or 2 times the regular rate of pay, respectively, inclusive of the value of, *inter alia,* nondiscretionary bonuses;

d. Whether Defendants reimbursed Class Members for all necessary work expenses;

e. Whether Defendants provided Class Members with accurate itemized wage statements;

f. Whether Defendants willfully failed to pay Former Employee Subclass Members all wages due upon cessation of employment;

g. Whether Defendants are liable for statutory penalties under Labor Code sections 203 and 226;

h. Whether the alleged violations of the Labor Code constitute unfair business practices;

i. Whether the Class is entitled to injunctive relief; and

j. Whether the Class is entitled to unpaid wages and restitutionary relief, and the amount of the same.

27. Spivey's claims are typical of the claims of the members of the Class as a whole, all of whom have sustained and/or will sustain damage and injury as a proximate and/or legal result of the alleged violations of Defendants. Spivey's claims are typical of those of the Class because Defendants subjected Spivey and each member of the Class to the same violations alleged herein.

28. The defenses of Defendants, to the extent that such defenses apply, are applicable generally to the whole Class and are not distinguishable as to the proposed Class Members.

29. Spivey will fairly and adequately protect the interests of all members of the Class, and has retained attorneys with extensive experience in litigation, including class and representative actions. Spivey has no interests that conflict with those of the Class. Spivey is able to fairly and

adequately protect the interests of all members of the class because it is in his best interest to prosecute the claims alleged herein in order to obtain the full compensation due himself and the other Class Members.

30. A class action is superior to any other method available for fairly and efficiently adjudicating the controversy because 1) joinder of individual Class Members is not practicable, 2) litigating the claims of individual Class Members would be unnecessarily costly and burdensome and would deter individual claims, 3) litigating the claims of individual Class Members would create a risk of inconsistent or varying adjudications that would establish incompatible standards of conduct for Defendants, 4) Class Members still working for Defendants may be fearful of retaliation if they were to bring individual claims, 5) Class Members would be discouraged from pursuing individual claims because the damages available to them are relatively small, and 6) public policy encourages the use of the class actions to enforce employment laws and protect individuals who, by virtue of their subordinate position, are particularly vulnerable.

31. Judicial economy will be served by maintenance of this lawsuit as a class action. To process numerous virtually identical individual cases will significantly increase the expense on the Court, Class Members, and Defendants, all while unnecessarily delaying the resolution of this matter. There are no obstacles to effective and efficient management of this lawsuit as a class action by this Court and doing so will provide multiple benefits to the litigating parties including, but not limited to, efficiency, economy, and uniform adjudication with consistent results.

32. Notice of a certified class action and any result or resolution of the litigation can be provided to Class Members by mail, email, publication, or such other methods of notice as deemed appropriate by the Court.

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FIRST CAUSE OF ACTION
FAILURE TO PAY OVERTIME AT CORRECT RATE
(Lab. Code, § 510)
Against Defendants

33. Plaintiff hereby realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

34. Pursuant to California Labor Code section 510, any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

35. Pursuant to Labor Code section 1198 and the applicable IWC Wage Order(s), it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending upon the number of hours worked by the person on a daily or weekly basis.

36. During the relevant time period, Plaintiff regularly and/or consistently worked in excess of eight hours per day, in excess of forty hours per workweek, in excess of six days per workweek, and in excess of twelve hours per day.

37. During the relevant time period, Defendants intentionally and willfully failed to pay overtime wages owed to Plaintiff.

38. Pursuant to California Labor Code section 1194(a), notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

39. Wherefore, Plaintiff has been injured as set forth above and requests relief as hereafter provided.

SECOND CAUSE OF ACTION
FAILURE TO PROVIDE MEAL PERIODS OR PAY PREMIUMS AT CORRECT RATE
(Lab. Code, §§ 226.7, 512)
Against Defendants

40. Plaintiff hereby realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

41. Labor Code section 226.7 requires employers to provide employees with meal periods as mandated by Order of the Industrial Welfare Commission. It states:

a. No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission.

b. If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

42. Labor Code section 512(a) and applicable Wage Order(s) of the Industrial Welfare Commission provide that an employer may not employ a person for a work period of more than five hours per day without providing that employee a meal period of not less than thirty minutes, except that if the total work period per day is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ a person for a work period of more than ten hours per day without providing an employee with a second meal period of not less than thirty minutes, except that if the total work period per day of the employee is no more than twelve hours, the meal period may be waived by mutual consent of both the employer and the employee, and if the first meal period was not waived.

43. The "regular rate of compensation", for purposes of rest and meal break premiums, must account for not only hourly wages but also other nondiscretionary payments for work performed by the employee. (*Ferra v. Loews Hollywood Hotel, LLC* (2021), 11 Cal.5th 858.)

44. During the relevant time period, Plaintiff was not provided with meal breaks as required by law and did not receive an additional hour of premium pay at his regular rate of compensation for each missed meal period.

45. Wherefore, Plaintiff has been injured and requests relief as hereinafter provided.

<u>THIRD CAUSE OF ACTION</u>
FAILURE TO PAY ALL WAGES DUE AT END OF EMPLOYMENT
(Lab. Code, § 201, *et seq.*)
Against Defendants

46. Plaintiff hereby realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

47. Labor Code section 201 requires an employer to pay an employee all wages earned and unpaid at the time the employer discharges the employee. Labor Code section 202 requires an employer to pay the employee all wages due no later than 72 hours after the employee quits his employment.

48. Labor Code section 203 provides: "If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days".

49. During the relevant time period, Defendants failed to pay Plaintiff all earned but unpaid wages upon cessation of employment.

50. Wherefore, Plaintiff requests relief as hereafter provided.

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FOURTH CAUSE OF ACTION
FAILURE TO FURNISH COMPLETE AND ACCURATE ITEMIZED WAGE STATEMENTS
(Lab. Code, § 226(a))
Against Defendants

51. Plaintiff hereby realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

52. Pursuant to Labor Code section 226(a) "every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when the wages are paid by personal check or cash, an accurate itemized statement in writing showing (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, (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, (8) the name and address of the legal entity that is the employer [. . .], (9) all applicable hourly rates in effect during the pay period and corresponding number of hours worked at each hourly rate by the employee and, if the employer is a temporary services employer [. . .], the rate of pay and the total hours worked for each temporary services assignment."

53. An employee suffering injury as a result of the knowing and intentional failure by an employer to comply with Labor Code section 226(a) is entitled to recover the greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation occurs and one hundred dollars ($100) per employee for each violation in a subsequent pay period, not to exceed the aggregate penalty of four thousand dollars ($4,000), and is entitled to an award of costs and reasonable attorney's fees. (Lab. Code, § 226, subd. (e)(1).)

54. An employee is deemed to suffer injury if the employer fails to provide a wage statement or if the employer fails to provide accurate and complete information as required by any one

or more of the items (1) to (9), inclusive, of subdivision (a) and the employee cannot promptly and easily determine from the wage statement alone, i) the amount of gross/net wages paid to the employee during the pay period or any of the other information required to be provided pursuant to Labor Code section 226(a) items (2) to (4), inclusive, (6) and (9), ii) deductions made by the employer, iii) the name and address of the employer and iv) the name of the employee and the last four digits of his or her social security number or employee identification number. (Lab. Code, § 226, subds. (e)(2)(A), (B)(i)-(iv).) "Promptly and easily determine" means a reasonable person would be able to readily ascertain the information without reference to other documents or information. (Lab. Code, § 226, subd. (e)(2)(C).)

55. As set forth above, Defendants intentionally and willfully failed to furnish accurate itemized wage statements which complied with Labor Code section 226.

56. Wherefore, Plaintiff has been injured as set forth above and requests relief as hereafter provided.

FIFTH CAUSE OF ACTION
FAILURE TO REIMBURSE FOR BUSINESS EXPENSES
(Lab. Code, § 2802.)
Against Defendants

57. Plaintiff hereby realleges and incorporates by reference each and every paragraph set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

58. Labor Code section 202, subdivision (a) provides that "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.

59. Nonetheless, as set forth above, Defendants failed to reimburse Plaintiff for all incurred business expenses.

60. Labor Code section 2802 further provides that, in an action for reimbursement of business expenses, a prevailing plaintiff is entitled to an award of attorney's fees.

61. Wherefore, Plaintiff has been injured as set forth above and requests relief as hereafter provided.

<u>SIXTH CAUSE OF ACTION</u>
UNFAIR BUSINESS PRACTICES
(Bus. & Prof. Code, § 17200, *et seq.*)
Against Defendants

62. Plaintiff hereby realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

63. The overtime, meal period, business expense, and paid sick leave violations committed by Defendants, as alleged above, are unfair business practices within the meaning of the Unfair Competition Law (Business and Professions Code section 17200 et seq.).

64. Wherefore, Plaintiff has been damaged as set forth above and requests relief as hereafter provided.

<u>SEVENTH CAUSE OF ACTION</u>
PRIVATE ATTORNEYS GENERAL ACT
(Lab. Code, § 2698 *et seq.*)
Against Defendants

65. Plaintiff hereby realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

66. Pursuant to Labor Code section 2699, subdivision (a), any provision of the Labor Code which provides for a civil penalty to be assessed and collected by the LWDA for violations of the Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures outlined in Labor Code section 2699.3.

67. Plaintiff was employed by Defendants and the alleged violations were committed against her during her time of employment. Plaintiff is therefore an aggrieved employee as defined by Labor Code section 2699, subdivision (c). Other current and former employees are also

aggrieved employees in that one or more of the alleged violations were also committed against them during their time of employment with Defendants.

68. Pursuant to Labor Code section 2699, subdivision (f), the civil penalty recoverable in a PAGA action is that which is provided for by the Labor Code or, where no civil penalty is specifically provided, one hundred dollars ($100) for each aggrieved employee per pay period for the initial violation and two hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation.

69. Pursuant to California Labor Code section 2699, subdivision (g), an aggrieved employee may recover the civil penalty on behalf of himself or herself and other current or former employees against whom one or more of the alleged violations was committed. Furthermore, any employee who prevails in any such action shall be entitled to an award of reasonable attorney's fees and costs.

70. Pursuant to the PAGA, Plaintiff seeks to recover civil penalties against Defendants for violations of the Labor Code.

71. Wherefore, Plaintiff and other employees (current and former) have been aggrieved and Plaintiff, on behalf of the Labor and Workforce Development Agency, requests relief as hereafter provided.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays judgment against Defendants as follows:

As to the First through Sixth Causes of Action:

1. For class certification;
2. For an appointment of Plaintiff as Class Representative;
3. For appointment of Mayall Hurley P.C. as Class Counsel;
4. For unpaid wages and restitutionary relief, including the payment of meal period premiums and reimbursement for business expenses;
5. For injunctive relief, including that available under Labor Code section 226(h);

6. For statutory penalties including, but not limited to, those available under Labor Code sections 203 and 226;

7. For statutory attorneys' fees and costs, including those available under Labor Code sections 218.5, 226(e)(1) and (h), and 1194, as well as those available under Code of Civil Procedure section 1021.5;

8. For prejudgment and post-judgment interest according to any applicable provision of law or as otherwise permitted by law; and

9. For such other and further relief as the court deems just and proper.

As to the Seventh Cause of Action:

1. For civil penalties, including but not limited to those available under Labor Code sections 226.3, 558, 1197.1, and 2699(f);

2. For injunctive relief;

3. For statutory attorneys' fees and costs, including but not limited to those available under Labor Code section 2699(g);

4. For prejudgment and post-judgment interest according to any applicable provision of law or as otherwise permitted by law, including those available under Civil Code sections 3287(a) and 3289(b); and

5. For such other and further relief as the court deems just and proper.

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DATED: July 13, 2026

MAYALL HURLEY P.C.

By________________________

JOHN P. BRISCOE
Attorneys for Plaintiff,
DALLAS SPIVEY

EXHIBIT A

Brown & Brown, Inc 300 N. Beach Street Daytona Beach, FL 32114 +1 (386) 2395723

Dallas Spivey [redacted]

Name	Company	Teammate ID	Pay Period Begin	Pay Period End	Check Date	Check Number
Dallas Spivey	Brown & Brown, Inc	0043333	03/05/2023	03/18/2023	03/24/2023	

	Hours Worked	Gross Pay	Pre Tax Deductions	Teammate Taxes	Post Tax Deductions	Net Pay
Current	80.83	2,031.11	93.22	360.85	252.30	1,324.74
YTD	407.86	10,949.56	176.32	1,546.28	453.94	8,773.02

Earnings

Description	Dates	Hours	Rate	Amount	YTD
CultureDay			0		200.00
FloatingHoliday			0		200.00
Imputed GTL	03/05/2023 - 03/18/2023	0	0	1.26	2.52
Holiday			0		200.00
Overtime	03/05/2023 - 03/18/2023	0.829444	37.5	31.11	162.23
PTO Used			0		100.00
**Regular	03/05/2023 - 03/18/2023	80	25	2,000.00	10,087.33
Earnings				2,032.37	10,952.08

Teammate Taxes

Description	Amount	YTD
OASDI	124.01	675.03
Medicare	29.00	157.87
Federal Withholding	160.16	493.03
State Tax - CA	29.69	122.38
CA SDI - CASDI	17.99	97.97
Teammate Taxes	360.85	1,546.28

Pre Tax Deductions

Description	Amount	YTD
401K	60.94	111.76
PT Dental	24.33	48.66
Vision Pre-Tax	7.95	15.90
Pre Tax Deductions	93.22	176.32

Post Tax Deductions

Description	Amount	YTD
Acc Post-Tax	4.18	8.36
AD&D	4.13	8.26
Cri Ill Post Tx	9.03	18.06
Group Term Life	1.17	2.34
Roth	203.12	355.58
Spouse Vol Life	4.88	9.76
EE Vol Life	25.79	51.58
Post Tax Deductions	252.30	453.94

Employer Paid Benefits

Description	Amount	YTD
401K Match	81.24	162.55
GTL ER	3.35	6.70
LTD Core	4.05	8.10
Employer Paid Benefits	88.64	177.35

Subject or Taxable Wages

Description	Amount	YTD
OASDI - Taxable Wages	2,000.09	10,887.52
Medicare - Taxable Wages	2,000.09	10,887.52
Federal Withholding - Taxable Wages	1,939.15	10,775.76
State Tax Taxable Wages - CA	1,939.15	10,775.76

	Federal	State
Marital Status	Married filing jointly (or Qualifying widow(er))	Married
Allowances	0	0
Total Dependent Amount	0	
Additional Withholding	0	0

Absence Plans

Description	Accrued	Reduced	Available
USA Culture Day Floating Holiday	0	0	0
USA Floating Holiday	0	0	0
USA PTO Time Off Plan	4.62	0	20.75
USA STL Time Off Plan	0	0	0

Payment Information

Bank	Account Name	Account Number	USD Amount	Amount
Valley First Credit Union	Joint	[redacted]		1,324.74 USD

EXHIBIT B

Brown & Brown, Inc 300 N. Beach Street Daytona Beach, FL 32114 +1 (386) 2395723
Brown & Brown, Inc is the common paymaster for the following employer:
423 Hull & Company, LLC (Hull-Stockton)
Dallas Spivey [redacted]

Name	Company	Employee ID	Pay Period Begin	Pay Period End	Check Date	Check Number
Dallas Spivey	Brown & Brown, Inc	0043333	04/27/2025	05/10/2025	05/16/2025	

	Hours Worked	Gross Pay	Pre Tax Deductions	Teammate Taxes	Post Tax Deductions	Net Pay
Current	74.30	2,163.76	268.77	339.00	317.38	1,238.61
YTD	719.34	24,004.49	2,676.02	4,112.68	3,162.12	14,053.67

Earnings

Description	Dates	Hours	Rate	Amount	YTD
Additional Regular			0		75.00
CultureDay			0		208.00
FloatingHoliday			0		208.00
Imputed GTL	04/27/2025 - 05/10/2025	0	0	1.60	16.00
Holiday			0		808.00
Incentive Supp			0		500.00
Overtime	04/27/2025 - 05/10/2025	1.845443	39	71.98	830.89
PC Bonus			0		2,000.00
Prem Pay	04/27/2025 - 05/03/2025	1	26	26.00	26.00
PTO Used	04/27/2025 - 05/10/2025	8	26	208.00	1,348.00
**Regular	04/27/2025 - 05/10/2025	71.45305	26	1,857.78	18,000.60
Earnings				2,165.36	24,020.49

Teammate Taxes

Description	Amount	YTD
OASDI	131.01	1,456.79
Medicare	30.64	340.70
Federal Withholding	124.11	1,613.88
State Tax - CA	27.90	419.54
CA SDI - CASDI	25.34	281.77
Teammate Taxes	339.00	4,112.68

Pre Tax Deductions

Description	Amount	YTD
401K	216.38	2,152.12
PT Dental	45.43	454.30
Vision Pre-Tax	6.96	69.60
Pre Tax Deductions	268.77	2,676.02

Post Tax Deductions

Description	Amount	YTD
Acc Post-Tax	4.38	43.80
AD&D	4.13	41.30
Cri Ill Post Tx	4.40	44.00
Stock	50.00	500.00
Group Term Life	1.70	17.00
Roth	216.38	2,152.12
Spouse Vol Life	5.30	53.00
EE Vol Life	31.09	310.90
Post Tax Deductions	317.38	3,162.12

Employer Paid Benefits

Description	Amount	YTD
401K Match	86.55	960.17
GTL ER	3.70	37.00
LTD Core	4.52	45.20
Employer Paid Benefits	94.77	1,042.37

Subject or Taxable Wages

Description	Amount	YTD
OASDI - Taxable Wages	2,112.97	23,496.59
Medicare - Taxable Wages	2,112.97	23,496.59
Federal Withholding - Taxable Wages	1,896.59	21,344.47
State Tax Taxable Wages - CA	,1,896.59	21,344.47

	Federal	State
Marital Status	Married filing jointly (or Qualifying widow(er))	Married
Allowances	0	0
Additional Withholding	50	0

Absence Plans

Description	Accrued	Reduced	Available
USA Culture Day Floating Holiday	0	0	0
USA Floating Holiday	0	0	0
USA PTO Time Off Plan	5.24	8	83.15
USA STL Time Off Plan	0	0	0
USA/CAN Residual Time Off	0	0	0

Payment Information

Bank	Account Name	Account Number	USD Amount	Amount
Valley First Credit Union	Joint	[redacted]		1,238.61 USD

EXHIBIT C

NOTICE TO EMPLOYEE

Labor Code section 2810.5

EMPLOYEE

Employee Name: Dallas Spivey

Start Date: 1/3/2023

EMPLOYER

Legal Name of Hiring Employer: Brown and Brown Insurance Company

Is hiring employer a staffing agency/business (e.g., Temporary Services Agency; Employee Leasing Company; or Professional Employer Organization [PEO])? ☐ Yes [x] No

Other Names Hiring Employer is "doing business as" (if applicable):

Hull and Company

Physical Address of Hiring Employer's Main Office:

2291 W March Lane, Suite A100

Hiring Employer's Mailing Address (if different than above):

Hiring Employer's Telephone Number: (303)834-4571

If the hiring employer is a staffing agency/business (above box checked "Yes"), the following is the other entity for whom this employee will perform work:

Name:

Physical Address of Main Office:

Mailing Address:

Telephone Number:

WAGE INFORMATION

Rate(s) of Pay: $25.00 Overtime Rate(s) of Pay: 1.5x

Rate by (check box): [x] Hour ☐ Shift ☐ Day ☐ Week ☐ Salary ☐ Piece rate ☐ Commission

☐ Other (provide specifics):

Does a written agreement exist providing the rate(s) of pay? (check box) [x] Yes ☐ No

If yes, are all rate(s) of pay and bases thereof contained in that written agreement? ☐ Yes ☐ No

Allowances, if any, claimed as part of minimum wage (including meal or lodging allowances):

(If the employee has signed the acknowledgment of receipt below, it does not constitute a "voluntary written agreement" as required under the law between the employer and employee in order to credit any meals or lodging against the minimum wage. Any such voluntary written agreement must be evidenced by a separate document.)

Regular Payday: Bi-Weekly

EXHIBIT D

Brown & Brown, Inc 300 N. Beach Street Daytona Beach, FL 32114 +1 (386) 2395723
Brown & Brown, Inc is the common paymaster for the following employer:
423 Hull & Company, LLC (Hull-Stockton)
Dallas Spivey [redacted]

Name	Company	Employee ID	Pay Period Begin	Pay Period End	Check Date	Check Number
Dallas Spivey	Brown & Brown, Inc	0043333	01/26/2026	01/27/2026	01/30/2026	

	Hours Worked	Gross Pay	Pre Tax Deductions	Teammate Taxes	Post Tax Deductions	Net Pay
Current	0.00	1,500.00	150.00	569.36	150.00	630.64
YTD	137.41	6,228.55	727.65	1,102.44	890.35	3,508.11

Earnings

Description	Dates	Hours	Rate	Amount	YTD
Additional Regular			0		208.00
Imputed GTL			0		3.30
Holiday			0		624.00
Incentive Supp			0		500.00
Overtime			0		88.19
PC Bonus	01/26/2026 - 01/27/2026	0	0	1,500.00	1,500.00
**Regular			0		3,308.36
Earnings				1,500.00	6,231.85

Teammate Taxes

Description	Amount	YTD
OASDI	93.00	379.88
Medicare	21.75	88.84
Federal Withholding	297.00	416.00
State Tax - CA	138.11	138.11
CA SDI - CASDI	19.50	79.61
Teammate Taxes	569.36	1,102.44

Pre Tax Deductions

Description	Amount	YTD
401K	150.00	622.87
PT Dental		90.86
Vision Pre-Tax		13.92
Pre Tax Deductions	150.00	727.65

Post Tax Deductions

Description	Amount	YTD
Acc Post-Tax		8.76
AD&D		8.26
Cri Ill Post Tx		19.00
Stock		150.00
Group Term Life		3.50
Roth	150.00	622.87
Spouse Vol Life		10.60
EE Vol Life		67.36
Post Tax Deductions	150.00	890.35

Employer Paid Benefits

Description	Amount	YTD
401K Match	60.00	249.14
GTL ER		7.50
LTD Core		9.16
Employer Paid Benefits	60.00	265.80

Subject or Taxable Wages

Description	Amount	YTD
OASDI - Taxable Wages	1,500.00	6,127.07
Medicare - Taxable Wages	1,500.00	6,127.07
Federal Withholding - Taxable Wages	1,350.00	5,504.20
State Tax Taxable Wages - CA	1,350.00	5,504.20

	Federal	State
Marital Status	Married filing jointly (or Qualifying widow(er))	Married
Allowances	0	8
Additional Withholding	10	0

Absence Plans

Description	Accrued	Reduced	Available
USA Culture Day Floating Holiday	0	0	8
USA Floating Holiday	0	0	0
USA PTO Time Off Plan	0	0	118.78
USA STL Time Off Plan	0	0	0
USA/CAN Residual Time Off	0	0	0

Payment Information

Bank	Account Name	Account Number	USD Amount	Amount
Valley First Credit Union	Joint	[redacted]		630.64 USD

Brown & Brown, Inc 300 N. Beach Street Daytona Beach, FL 32114 +1 (386) 2395723
Brown & Brown, Inc is the common paymaster for the following employer:
423 Hull & Company, LLC (Hull-Stockton)
Dallas Spivey [redacted]

Name	Company	Employee ID	Pay Period Begin	Pay Period End	Check Date	Check Number
Dallas Spivey	Brown & Brown, Inc	0043333	01/18/2026	01/31/2026	02/06/2026	

	Hours Worked	Gross Pay	Pre Tax Deductions	Teammate Taxes	Post Tax Deductions	Net Pay
Current	63.14	2,071.92	135.27	180.87	216.62	1,539.16
YTD	200.54	8,300.47	862.92	1,283.31	1,106.97	5,047.27

Earnings

Description	Dates	Hours	Rate	Amount	YTD
Additional Regular			0		208.00
FloatingHoliday	01/18/2026 - 01/31/2026	8	26	208.00	208.00
Imputed GTL	01/18/2026 - 01/31/2026	0	0	1.65	4.95
Holiday	01/18/2026 - 01/31/2026	8	26	208.00	832.00
Incentive Supp			0		500.00
Overtime	01/18/2026 - 01/31/2026	1.103611	39	43.05	131.24
PC Bonus			0		1,500.00
**Regular	01/18/2026 - 01/31/2026	62.03305	26	1,612.87	4,921.23
Earnings				2,073.57	8,305.42

Teammate Taxes

Description	Amount	YTD
OASDI	125.31	505.19
Medicare	29.31	118.15
Federal Withholding	0.00	416.00
State Tax - CA	0.00	138.11
CA SDI - CASDI	26.25	105.86
Teammate Taxes	180.87	1,283.31

Pre Tax Deductions

Description	Amount	YTD
401K	82.88	705.75
PT Dental	45.43	136.29
Vision Pre-Tax	6.96	20.88
Pre Tax Deductions	135.27	862.92

Post Tax Deductions

Description	Amount	YTD
Acc Post-Tax	4.38	13.14
AD&D	4.13	12.39
Crl Ill Post Tx	9.50	28.50
Stock	75.00	225.00
Group Term Life	1.75	5.25
Roth	82.88	705.75
Spouse Vol Life	5.30	15.90
EE Vol Life	33.68	101.04
Post Tax Deductions	216.62	1,106.97

Employer Paid Benefits

Description	Amount	YTD
401K Match	82.88	332.02
GTL ER	3.75	11.25
LTD Core	4.58	13.74
Employer Paid Benefits	91.21	357.01

Subject or Taxable Wages

Description	Amount	YTD
OASDI - Taxable Wages	2,021.18	8,148.25
Medicare - Taxable Wages	2,021.18	8,148.25
Federal Withholding - Taxable Wages	1,938.30	7,442.50
State Tax Taxable Wages - CA	1,938.30	7,442.50

	Federal	State
Marital Status	Married filing jointly (or Qualifying widow(er))	Married
Allowances	0	10
Additional Withholding	0	0

Absence Plans

Description	Accrued	Reduced	Available
USA Culture Day Floating Holiday	0	0	8
USA Floating Holiday	0	8	0
USA PTO Time Off Plan	5.54	0	118.78
USA STL Time Off Plan	0	0	0
USA/CAN Residual Time Off	0	0	0

Payment Information

Bank	Account Name	Account Number	USD Amount	Amount
Valley First Credit Union	Joint	[redacted]		1,539.16 USD

EXHIBIT E

Brown & Brown, Inc 300 N. Beach Street Daytona Beach, FL 32114 +1 (386) 2395723
Brown & Brown, Inc is the common paymaster for the following employer:
423 Hull & Company, LLC (Hull-Stockton)

Dallas Spivey [redacted]

Name	Company	Employee ID	Pay Period Begin	Pay Period End	Check Date	Check Number
Dallas Spivey	Brown & Brown, Inc	0043333	04/27/2025	05/10/2025	05/16/2025	

	Hours Worked	Gross Pay	Pre Tax Deductions	Teammate Taxes	Post Tax Deductions	Net Pay
Current	74.30	2,163.76	268.77	339.00	317.38	1,238.61
YTD	719.34	24,004.49	2,676.02	4,112.68	3,162.12	14,053.67

Earnings

Description	Dates	Hours	Rate	Amount	YTD
Additional Regular			0		75.00
CultureDay			0		208.00
FloatingHoliday			0		208.00
Imputed GTL	04/27/2025 - 05/10/2025	0	0	1.60	16.00
Holiday			0		608.00
Incentive Supp			0		500.00
Overtime	04/27/2025 - 05/10/2025	1.845443	39	71.98	830.89
PC Bonus			0		2,000.00
Prem Pay	04/27/2025 - 05/03/2025	1	26	26.00	26.00
PTO Used	04/27/2025 - 05/10/2025	8	26	208.00	1,348.00
**Regular	04/27/2025 - 05/10/2025	71.45305	26	1,857.78	18,000.60
Earnings				2,165.36	24,020.49

Teammate Taxes

Description	Amount	YTD
OASDI	131.01	1,456.79
Medicare	30.64	340.70
Federal Withholding	124.11	1,613.88
State Tax - CA	27.90	419.54
CA SDI - CASDI	25.34	281.77
Teammate Taxes	339.00	4,112.68

Pre Tax Deductions

Description	Amount	YTD
401K	216.38	2,152.12
PT Dental	45.43	454.30
Vision Pre-Tax	6.96	69.60
Pre Tax Deductions	268.77	2,676.02

Post Tax Deductions

Description	Amount	YTD
Acc Post-Tax	4.38	43.80
AD&D	4.13	41.30
Cri Ill Post Tx	4.40	44.00
Stock	50.00	500.00
Group Term Life	1.70	17.00
Roth	216.38	2,152.12
Spouse Vol Life	5.30	53.00
EE Vol Life	31.09	310.90
Post Tax Deductions	317.38	3,162.12

Employer Paid Benefits

Description	Amount	YTD
401K Match	86.55	960.17
GTL ER	3.70	37.00
LTD Core	4.52	45.20
Employer Paid Benefits	94.77	1,042.37

Subject or Taxable Wages

Description	Amount	YTD
OASDI - Taxable Wages	2,112.97	23,496.59
Medicare - Taxable Wages	2,112.97	23,496.59
Federal Withholding - Taxable Wages	1,896.59	21,344.47
State Tax Taxable Wages - CA	1,896.59	21,344.47

	Federal	State
Marital Status	Married filing jointly (or Qualifying widow(er))	Married
Allowances	0	0
Additional Withholding	50	0

Absence Plans

Description	Accrued	Reduced	Available
USA Culture Day Floating Holiday	0	0	0
USA Floating Holiday	0	0	0
USA PTO Time Off Plan	5.24	8	83.15
USA STL Time Off Plan	0	0	0
USA/CAN Residual Time Off	0	0	0

Payment Information

Bank	Account Name	Account Number	USD Amount	Amount
Valley First Credit Union	Joint	[redacted]		1,238.61 USD

EXHIBIT F

Brown & Brown, Inc 300 N. Beach Street Daytona Beach, FL 32114 +1 (386) 2395723
Brown & Brown, Inc is the common paymaster for the following employer:
423 Hull & Company, LLC (Hull-Stockton)
Dallas Spivey [redacted]

Name	Company	Employee ID	Pay Period Begin	Pay Period End	Check Date	Check Number
Dallas Spivey	Brown & Brown, Inc	0043333	05/11/2025	05/24/2025	05/30/2025	

	Hours Worked	Gross Pay	Pre Tax Deductions	Teammate Taxes	Post Tax Deductions	Net Pay
Current	72.62	2,113.11	253.58	334.69	324.71	1,200.13
YTD	791.96	26,117.60	2,929.60	4,447.37	3,486.83	15,253.80

Earnings

Description	Dates	Hours	Rate	Amount	YTD
Additional Regular	05/11/2025 - 05/24/2025	2	26	52.00	127.00
CultureDay			0		208.00
FloatingHoliday			0		208.00
Imputed GTL			0		16.00
Holiday			0		808.00
Incentive Supp			0		500.00
Overtime	05/11/2025 - 05/24/2025	1.309998	39	51.10	881.99
PC Bonus			0		2,000.00
Prem Pay			0		26.00
PTO Used	05/11/2025 - 05/24/2025	8	26	208.00	1,556.00
**Regular	05/11/2025 - 05/24/2025	69.30777	26	1,802.01	19,802.61
Earnings				2,113.11	26,133.60

Teammate Taxes

Description	Amount	YTD
OASDI	131.01	1,587.80
Medicare	30.64	371.34
Federal Withholding	120.57	1,734.45
State Tax - CA	27.12	446.66
CA SDI - CASDI	25.35	307.12
Teammate Taxes	334.69	4,447.37

Pre Tax Deductions

Description	Amount	YTD
401K	253.58	2,405.70
PT Dental		454.30
Vision Pre-Tax		69.60
Pre Tax Deductions	253.58	2,929.60

Post Tax Deductions

Description	Amount	YTD
Acc Post-Tax		43.80
AD&D		41.30
Crl Ill Post Tx		44.00
Stock	50.00	550.00
Group Term Life		17.00
Roth	274.71	2,426.83
Spouse Vol Life		53.00
EE Vol Life		310.90
Post Tax Deductions	324.71	3,486.83

Employer Paid Benefits

Description	Amount	YTD
401K Match	84.52	1,044.69
GTL ER		37.00
LTD Core		45.20
Employer Paid Benefits	84.52	1,126.89

Subject or Taxable Wages

Description	Amount	YTD
OASDI - Taxable Wages	2,113.11	25,609.70
Medicare - Taxable Wages	2,113.11	25,609.70
Federal Withholding - Taxable Wages	1,859.53	23,204.00
State Tax Taxable Wages - CA	1,859.53	23,204.00

	Federal	State
Marital Status	Married filing jointly (or Qualifying widow(er))	Married
Allowances	0	0
Additional Withholding	50	0

Absence Plans

Description	Accrued	Reduced	Available
USA Culture Day Floating Holiday	0	0	0
USA Floating Holiday	0	0	0
USA PTO Time Off Plan	5.24	8	80.39
USA STL Time Off Plan	0	0	0
USA/CAN Residual Time Off	0	0	0

Payment Information

Bank	Account Name	Account Number	USD Amount	Amount	
Valley First Credit Union	Joint	[redacted]		1,200.13	USD

EXHIBIT G

NORTHERN CALIFORNIA

118 WEST OAK STREET
LODI, CALIFORNIA 95240
[BY APPT. ONLY – NO SERVICE ACCEPTED]

2453 GRAND CANAL BLVD.
STOCKTON, CALIFORNIA 95207

SOUTHERN CALIFORNIA

360 EAST 2ND STREET, SUITE 800
LOS ANGELES, CALIFORNIA 90012
[BY APPT. ONLY – NO SERVICE ACCEPTED]

MAYALL HURLEY
EMPLOYMENT LAWYERS

112 SOUTH CHURCH STREET
LODI, CALIFORNIA 95240

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ROBERT J. WASSERMANN
JENNY D. BAYSINGER
JOHN P. BRISCOE
VLADIMIR J. KOZINA

May 5, 2026

SUBMITTED ELECTRONICALLY

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, California 94612

SENT VIA CERTIFIED MAIL

Hull & Company, LLC
300 North Beach St.
Daytona Beach, FL 32114

Re: Dallas Spivey/Hull & Company, LLC

To whom it may concern:

This firm represents Dallas Spivey ("Spivey") in connection with claims arising from her former employment with Hull & Company, LLC ("Hull & Co."). In accordance with California Labor Code section 2699.3, this letter shall serve as Spivey's written notice to the Labor and Workforce Development Agency ("LWDA") and Hull & Co. regarding the following violations, and facts and theories supporting those violations, on Spivey's behalf and, as a proxy for the LWDA, on behalf of current and other former California employees of Hull & Co.

Spivey was hired by Hull & Co. on or around January 3, 2023 as a Junior Underwriting Assistant (she was later promoted to Senior Underwriting Assistant). Hull & Co. is a company that provides wholesalers insurance (e.g., coverage for business that play vital roles in supply chains). At all times throughout her employment with Hull & Co., Spivey was correctly classified and paid as an hourly, nonexempt employee. Spivey reported to Hull & Co.'s office in Stockton, California.

Spivey frequently worked more than eight hours in a workday and more than forty hours in a workweek, entitling her to overtime pay under California law. However, Hull & Co. routinely failed to pay overtime at the correct rate. In addition to her base, hourly pay, Spivey also earned nondiscretionary bonuses ("profit center bonuses" and "incentives"), which, she is informed and believes, were based on productivity and profitability. However, when it came time to calculate Spivey's "regular rate of pay" for purposes of overtime, Hull & Co. ignored the value of these bonuses, and simply paid her earned overtime at 1.5 times her base hourly rate only, resulting in an underpayment of wages. **(Exhibit 1.)** Thus, Hull & Co. violated Labor Code section 510.

Spivey was also denied meal periods to which she was entitled. Though she frequently worked remotely, Spivey was often, due to the demands of the job, unable to take a full thirty-minute meal period, free of all duty. On other occasions, Spivey would be unable to stop all work and begin her meal period by the end of the fifth hour of work. Thus, Hull & Co. violated Labor Code section 512. Though Spivey was paid premiums for at least some meal period violations, these premiums were not paid at the regular rate of compensation, as Hull & Co. again failed to account for the value of nondiscretionary bonuses earned. **(Exhibit 2.)** Thus, Hull & Co. also violated Labor Code section 226.7(c).

In or around July of 2024, Spivey was paid a large, lump sum amount of meal period premiums for a prior failure to authorize and permit compliant meal periods over preceding months. By failing to pay all wages due upon the close of each pay period, Hull & Co. violated Labor Code section 204.

When Spivey took paid time off (in lieu of paid sick time), Hull & Co. again ignored the value of nondiscretionary bonuses earned. Instead, Hull & Co. paid Spivey her paid time off hours at only her base hourly rate. **(Exhibit 3.)** Thus, Hull & Co. violated Labor Code section 246.

Because Spivey was not paid overtime at the correct rate, was not paid meal period premiums at the correct rate, and was not paid her paid time off hours at the correct rate, the itemized wage statements furnished to her failed to accurately show gross wages earned, net wages earned, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each rate, in violation of Labor Code section 226, subdivisions (a)(1), (5), and (9). Separately, the wage statements furnished to Spivey did not accurately show the name and address of the legal entity that is the employer (they showed the employer name as "423 Hull & Company, LLC", with no company address), in violation of Labor Code section 226(a)(8). (Exhibits 1-3, *supra.*)

Spivey's employment ended on or around March 13, 2026. As of the date of this letter, she has not been paid any portion of the wages due and owing, *supra.* Thus, Hull & Co. violated Labor Code section 201.

Separately, Spivey was not reimbursed for all work-related expenses. Spivey was required to have internet access in order to work from home (as permitted); however, Hull & Co. paid no portion of her internet bill. Also, Spivey had to use her personal cell phone for purposes of using an authentication app (to log into Hull & Co.'s servers/intranet), and also using a separate app to gain access to the local, physical office. Hull & Co. paid no portion of Spivey's cell phone bill. Thus, Hull & Co. violated Labor Code section 2802.

The foregoing violations, and each of them, were committed against current and other former employees of Hull & Co. in California, and within the last year.

If the LWDA believes that it needs additional information to determine whether to investigate these claims, please contact me and I will provide that information to the extent it is available to me or my client.

If the LWDA does not intend to investigate these violations, Spivey intends to file a civil complaint against Hull & Co. pursuant to the Labor Code Private Attorneys General Act of 2004 (Labor Code, § 2698 *et seq.*), on her behalf and, as a proxy for the LWDA, on behalf of all aggrieved current and former employees. Thank you for your attention in this matter.

Sincerely,

MAYALL HURLEY P.C.

By____________________
JOHN P. BRISCOE

Enclosures

EXHIBIT 1

Brown & Brown, Inc 300 N. Beach Street Daytona Beach, FL 32114 +1 (386) 2395723
Brown & Brown, Inc is the common paymaster for the following employer:
423 Hull & Company, LLC (Hull-Stockton)
Dallas Spivey [redacted]

Name	Company	Employee ID	Pay Period Begin	Pay Period End	Check Date	Check Number
Dallas Spivey	Brown & Brown, Inc	0043333	01/26/2026	01/27/2026	01/30/2026	

	Hours Worked	Gross Pay	Pre Tax Deductions	Teammate Taxes	Post Tax Deductions	Net Pay
Current	0.00	1,500.00	150.00	569.36	150.00	630.64
YTD	137.41	6,228.55	727.65	1,102.44	890.35	3,508.11

Earnings

Description	Dates	Hours	Rate	Amount	YTD
Additional Regular			0		208.00
Imputed GTL			0		3.30
Holiday			0		624.00
Incentive Supp			0		500.00
Overtime			0		88.19
PC Bonus	01/26/2026 - 01/27/2026	0	0	1,500.00	1,500.00
**Regular			0		3,308.36
Earnings				1,500.00	6,231.85

Teammate Taxes

Description	Amount	YTD
OASDI	93.00	379.88
Medicare	21.75	88.84
Federal Withholding	297.00	416.00
State Tax - CA	138.11	138.11
CA SDI - CASDI	19.50	79.61
Teammate Taxes	569.36	1,102.44

Pre Tax Deductions

Description	Amount	YTD
401K	150.00	622.87
PT Dental		90.86
Vision Pre-Tax		13.92
Pre Tax Deductions	150.00	727.65

Post Tax Deductions

Description	Amount	YTD
Acc Post-Tax		8.76
AD&D		8.26
Cri Ill Post Tx		19.00
Stock		150.00
Group Term Life		3.50
Roth	150.00	622.87
Spouse Vol Life		10.60
EE Vol Life		67.36
Post Tax Deductions	150.00	890.35

Employer Paid Benefits

Description	Amount	YTD
401K Match	60.00	249.14
GTL ER		7.50
LTD Core		9.16
Employer Paid Benefits	60.00	265.80

Subject or Taxable Wages

Description	Amount	YTD
OASDI - Taxable Wages	1,500.00	6,127.07
Medicare - Taxable Wages	1,500.00	6,127.07
Federal Withholding - Taxable Wages	1,350.00	5,504.20
State Tax Taxable Wages - CA	1,350.00	5,504.20

	Federal	State
Marital Status	Married filing jointly (or Qualifying widow(er))	Married
Allowances	0	8
Additional Withholding	10	0

Absence Plans

Description	Accrued	Reduced	Available
USA Culture Day Floating Holiday	0	0	8
USA Floating Holiday	0	0	0
USA PTO Time Off Plan	0	0	118.78
USA STL Time Off Plan	0	0	0
USA/CAN Residual Time Off	0	0	0

Payment Information

Bank	Account Name	Account Number	USD Amount	Amount
Valley First Credit Union	Joint	[redacted]		630.64 USD

Brown & Brown, Inc 300 N. Beach Street Daytona Beach, FL 32114 +1 (386) 2395723
Brown & Brown, Inc is the common paymaster for the following employer:
423 Hull & Company, LLC (Hull-Stockton)
Dallas Spivey [redacted]

Name	Company	Employee ID	Pay Period Begin	Pay Period End	Check Date	Check Number
Dallas Spivey	Brown & Brown, Inc	0043333	01/18/2026	01/31/2026	02/06/2026	

	Hours Worked	Gross Pay	Pre Tax Deductions	Teammate Taxes	Post Tax Deductions	Net Pay
Current	63.14	2,071.92	135.27	180.87	216.62	1,539.16
YTD	200.54	8,300.47	862.92	1,283.31	1,106.97	5,047.27

Earnings					
Description	Dates	Hours	Rate	Amount	YTD
Additional Regular			0		208.00
FloatingHoliday	01/18/2026 - 01/31/2026	8	26	208.00	208.00
Imputed GTL	01/18/2026 - 01/31/2026	0	0	1.65	4.95
Holiday	01/18/2026 - 01/31/2026	8	26	208.00	832.00
Incentive Supp			0		500.00
Overtime	01/18/2026 - 01/31/2026	1.103611	39	43.05	131.24
PC Bonus			0		1,500.00
**Regular	01/18/2026 - 01/31/2026	62.03305	26	1,612.87	4,921.23
Earnings				2,073.57	8,305.42

Teammate Taxes		
Description	Amount	YTD
OASDI	125.31	505.19
Medicare	29.31	118.15
Federal Withholding	0.00	416.00
State Tax - CA	0.00	138.11
CA SDI - CASDI	26.25	105.86
Teammate Taxes	180.87	1,283.31

Pre Tax Deductions		
Description	Amount	YTD
401K	82.88	705.75
PT Dental	45.43	136.29
Vision Pre-Tax	6.96	20.88
Pre Tax Deductions	135.27	862.92

Post Tax Deductions		
Description	Amount	YTD
Acc Post-Tax	4.38	13.14
AD&D	4.13	12.39
Cri Ill Post Tx	9.50	28.50
Stock	75.00	225.00
Group Term Life	1.75	5.25
Roth	82.88	705.75
Spouse Vol Life	5.30	15.90
EE Vol Life	33.68	101.04
Post Tax Deductions	216.62	1,106.97

Employer Paid Benefits		
Description	Amount	YTD
401K Match	82.88	332.02
GTL ER	3.75	11.25
LTD Core	4.58	13.74
Employer Paid Benefits	91.21	357.01

Subject or Taxable Wages		
Description	Amount	YTD
OASDI - Taxable Wages	2,021.18	8,148.25
Medicare - Taxable Wages	2,021.18	8,148.25
Federal Withholding - Taxable Wages	1,938.30	7,442.50
State Tax Taxable Wages - CA	1,938.30	7,442.50

	Federal	State
Marital Status	Married filing jointly (or Qualifying widow(er))	Married
Allowances	0	10
Additional Withholding	0	0

Absence Plans			
Description	Accrued	Reduced	Available
USA Culture Day Floating Holiday	0	0	8
USA Floating Holiday	0	8	0
USA PTO Time Off Plan	5.54	0	118.78
USA STL Time Off Plan	0	0	0
USA/CAN Residual Time Off	0	0	0

Payment Information				
Bank	Account Name	Account Number	USD Amount	Amount
Valley First Credit Union	Joint	[redacted]		1,539.16 USD

EXHIBIT 2

Brown & Brown, Inc 300 N. Beach Street Daytona Beach, FL 32114 +1 (386) 2395723
Brown & Brown, Inc is the common paymaster for the following employer:
423 Hull & Company, LLC (Hull-Stockton)
Dallas Spivey [redacted]

Name	Company	Employee ID	Pay Period Begin	Pay Period End	Check Date	Check Number
Dallas Spivey	Brown & Brown, Inc	0043333	04/27/2025	05/10/2025	05/16/2025	

	Hours Worked	Gross Pay	Pre Tax Deductions	Teammate Taxes	Post Tax Deductions	Net Pay
Current	74.30	2,163.76	268.77	339.00	317.38	1,238.61
YTD	719.34	24,004.49	2,676.02	4,112.68	3,162.12	14,053.67

Earnings

Description	Dates	Hours	Rate	Amount	YTD
Additional Regular			0		75.00
CultureDay			0		208.00
FloatingHoliday			0		208.00
Imputed GTL	04/27/2025 - 05/10/2025	0	0	1.60	16.00
Holiday			0		808.00
Incentive Supp			0		500.00
Overtime	04/27/2025 - 05/10/2025	1.845443	39	71.98	830.89
PC Bonus			0		2,000.00
Prem Pay	04/27/2025 - 05/03/2025	1	26	26.00	26.00
PTO Used	04/27/2025 - 05/10/2025	8	26	208.00	1,348.00
**Regular	04/27/2025 - 05/10/2025	71.45305	26	1,857.78	18,000.60
Earnings				2,165.36	24,020.49

Teammate Taxes

Description	Amount	YTD
OASDI	131.01	1,456.79
Medicare	30.64	340.70
Federal Withholding	124.11	1,613.88
State Tax - CA	27.90	419.54
CA SDI - CASDI	25.34	281.77
Teammate Taxes	339.00	4,112.68

Pre Tax Deductions

Description	Amount	YTD
401K	216.38	2,152.12
PT Dental	45.43	454.30
Vision Pre-Tax	6.96	69.60
Pre Tax Deductions	268.77	2,676.02

Post Tax Deductions

Description	Amount	YTD
Acc Post-Tax	4.38	43.80
AD&D	4.13	41.30
Cri Ill Post Tx	4.40	44.00
Stock	50.00	500.00
Group Term Life	1.70	17.00
Roth	216.38	2,152.12
Spouse Vol Life	5.30	53.00
EE Vol Life	31.09	310.90
Post Tax Deductions	317.38	3,162.12

Employer Paid Benefits

Description	Amount	YTD
401K Match	86.55	960.17
GTL ER	3.70	37.00
LTD Core	4.52	45.20
Employer Paid Benefits	94.77	1,042.37

Subject or Taxable Wages

Description	Amount	YTD
OASDI - Taxable Wages	2,112.97	23,496.59
Medicare - Taxable Wages	2,112.97	23,496.59
Federal Withholding - Taxable Wages	1,896.59	21,344.47
State Tax Taxable Wages - CA	1,896.59	21,344.47

	Federal	State
Marital Status	Married filing jointly (or Qualifying widow(er))	Married
Allowances	0	0
Additional Withholding	50	0

Absence Plans

Description	Accrued	Reduced	Available
USA Culture Day Floating Holiday	0	0	0
USA Floating Holiday	0	0	0
USA PTO Time Off Plan	5.24	8	83.15
USA STL Time Off Plan	0	0	0
USA/CAN Residual Time Off	0	0	0

Payment Information

Bank	Account Name	Account Number	USD Amount	Amount
Valley First Credit Union	Joint	[redacted]		1,238.61 USD

EXHIBIT 3

Brown & Brown, Inc 300 N. Beach Street Daytona Beach, FL 32114 +1 (386) 2395723
Brown & Brown, Inc is the common paymaster for the following employer:
423 Hull & Company, LLC (Hull-Stockton)
Dallas Spivey [redacted]

Name	Company	Employee ID	Pay Period Begin	Pay Period End	Check Date	Check Number
Dallas Spivey	Brown & Brown, Inc	0043333	05/11/2025	05/24/2025	05/30/2025	

	Hours Worked	Gross Pay	Pre Tax Deductions	Teammate Taxes	Post Tax Deductions	Net Pay
Current	72.62	2,113.11	253.58	334.69	324.71	1,200.13
YTD	791.96	26,117.60	2,929.60	4,447.37	3,486.83	15,253.80

Earnings

Description	Dates	Hours	Rate	Amount	YTD
Additional Regular	05/11/2025 - 05/24/2025	2	26	52.00	127.00
CultureDay			0		208.00
FloatingHoliday			0		208.00
Imputed GTL			0		16.00
Holiday			0		808.00
Incentive Supp			0		500.00
Overtime	05/11/2025 - 05/24/2025	1.309998	39	51.10	881.99
PC Bonus			0		2,000.00
Prem Pay			0		26.00
PTO Used	05/11/2025 - 05/24/2025	8	26	208.00	1,556.00
**Regular	05/11/2025 - 05/24/2025	69.30777	26	1,802.01	19,802.61
Earnings				2,113.11	26,133.60

Teammate Taxes

Description	Amount	YTD
OASDI	131.01	1,587.80
Medicare	30.64	371.34
Federal Withholding	120.57	1,734.45
State Tax - CA	27.12	446.66
CA SDI - CASDI	25.35	307.12
Teammate Taxes	334.69	4,447.37

Pre Tax Deductions

Description	Amount	YTD
401K	253.58	2,405.70
PT Dental		454.30
Vision Pre-Tax		69.60
Pre Tax Deductions	253.58	2,929.60

Post Tax Deductions

Description	Amount	YTD
Acc Post-Tax		43.80
AD&D		41.30
Cri Ill Post Tx		44.00
Stock	50.00	550.00
Group Term Life		17.00
Roth	274.71	2,426.83
Spouse Vol Life		53.00
EE Vol Life		310.90
Post Tax Deductions	324.71	3,486.83

Employer Paid Benefits

Description	Amount	YTD
401K Match	84.52	1,044.69
GTL ER		37.00
LTD Core		45.20
Employer Paid Benefits	84.52	1,126.89

Subject or Taxable Wages

Description	Amount	YTD
OASDI - Taxable Wages	2,113.11	25,609.70
Medicare - Taxable Wages	2,113.11	25,609.70
Federal Withholding - Taxable Wages	1,859.53	23,204.00
State Tax Taxable Wages - CA	1,859.53	23,204.00

	Federal	State
Marital Status	Married filing jointly (or Qualifying widow(er))	Married
Allowances	0	0
Additional Withholding	50	0

Absence Plans

Description	Accrued	Reduced	Available
USA Culture Day Floating Holiday	0	0	0
USA Floating Holiday	0	0	0
USA PTO Time Off Plan	5.24	8	80.39
USA STL Time Off Plan	0	0	0
USA/CAN Residual Time Off	0	0	0

Payment Information

Bank	Account Name	Account Number	USD Amount	Amount
Valley First Credit Union	Joint	[redacted]		1,200.13 USD