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

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May 14, 2026

Via Online Submission: https://dir.govfa.net/411
Labor and Workforce Development Agency
Attn: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102
Filed Online

Re: **Written Notice – Private Attorney General Act ("PAGA") – Labor Code § 2698 *et seq.***
Anthony Ray Galvan v. Bluecrew, LLC; Employbridge, LLC; FN Logistics, Inc.; Fashion Nova, LLC, et al.

PAGA Administrator:

Notice is hereby provided that, pursuant to *Labor Code* § 2699.3, Anthony Ray Galvan ("Employee") contends that Bluecrew, LLC; Employbridge, LLC; FN Logistics, Inc.; and Fashion Nova, LLC, ("Employers") have violated, and continue 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 the applicable 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 Employers as a non-exempt hourly warehouse worker in its warehouse located in Santa Fe Springs, California, the Fashion Nova Distribution Center. Employee was hired on approximately March 23, 2026, and worked for Employers until approximately April 8, 2026.

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

Employer Bluecrew, LLC, a Delaware Limited Liability Company that does business in California.

Employer Bluecrew, LLC is an hourly workforce and temporary staffing company that recruits, hires, and places non-exempt workers, including Employee, at California worksites operated by its clients.

Employer Employbridge, LLC, a California Limited Liability Company that does business in California.

Employer Employbridge, LLC is a workforce services holding entity. On information and belief, in or around 2022, Employbridge, LLC acquired Bluecrew, LLC, and Employbridge, LLC is the parent, successor-in-interest, alter ego, and/or affiliated entity of Bluecrew, LLC, and operates Bluecrew, LLC as an integrated enterprise.

Employer FN Logistics, Inc., a Delaware Corporation that does business in California.

Employer FN Logistics, Inc. is a corporation that, at all relevant times, owned, operated, controlled, and/or staffed the Fashion Nova Distribution Center where Employee worked.

Employer Fashion Nova, LLC, a California Limited Liability Company that does business in California.

Employer Fashion Nova, LLC, is a company doing business as the "Fashion Nova" brand. On information and belief, Fashion Nova, LLC and FN Logistics, Inc. are commonly owned and controlled, share centralized management and human resources functions, and jointly owned, operated, and exercised control over the Fashion Nova Distribution Center and the temporary and direct-hire workforce employed there, including Employee.

At all relevant times, Employers issued and maintained uniform, standardized scheduling and timekeeping 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 Employers for the relevant time period because Employers:

1. Failed to Pay Employees for All Overtime (*Lab. Code* §§ 510, 1198);
2. Failed to Pay Employees for All Hours Worked (*Lab. Code* §§ 221, 223, 1182, 1194, 1197, 1198);
3. Failed to Provide Employees with Compliant Meal Periods (*Lab. Code* §§ 226.7, 512, 516 and 1198);
4. Failed to Provide Employees with Compliant Rest Periods (*Lab. Code* §§ 226.7, 512, 516 and 1198);
5. Failed to Timely Pay Wages During Employment (*Lab. Code* § 204);
6. Failed to Pay All Wages Owed at Termination (*Lab. Code* §§ 201-203);
7. Failed to Provide Employees and Aggrieved Employees with Accurate, Itemized Wage Statements and Failed to Maintain Accurate Records (*Lab. Code* §§ 226(a), 1174);

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, Employers had, and continue to have, a company-wide policy of discouraging and impeding Employee and other aggrieved employees from recording hours worked that were outside of their scheduled shifts in order to limit the amount of overtime employees could accrue. On information and belief, this policy of limiting overtime, led Employee and other aggrieved employees to work off-the-clock before and after their scheduled shift times.

At all times, Employee and other aggrieved employees remained under the control of Employers.

Employers knew or should have known that as a result of these company-wide practices and/or policies, Employee and other aggrieved employees were performing assigned duties off-the-clock and were suffered or permitted to perform work for which they were not paid. Because Employee and other aggrieved employees worked shifts of eight (8) hours a day or more or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay.

For example, during his first week of employment beginning March 23, 2026, Employee worked a 4/10 schedule consisting of four (4) ten-hour shifts at the Fashion Nova Distribution Center in Santa Fe Springs, California, at an hourly rate of $16.90. Employee was required to undergo mandatory off-the-clock security procedures before and after each shift, including scanning his badge to enter and exit the facility, undergoing bag inspections when applicable, walking through the warehouse to reach Employers' designated timekeeping stations, and waiting on Employers' premises before being permitted to clock in.

Employers' policy permitted employees to clock in no earlier than five (5) minutes prior to their scheduled start time, even though Employee and other Aggrieved Employees regularly arrived twenty (20) to thirty (30) minutes early and were under Employers' control while waiting on Employers' premises. As a result, Employee and Aggrieved Employees performed work in excess of eight (8) hours per day and/or in excess of forty (40) hours per workweek for which Employers failed to pay overtime premiums at the rate of one-and-one-half (1½) times their regular rate of pay.

California *Labor Code* §§ 510 and 1198 and the applicable Industrial Welfare Commission ("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, Employers 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

As stated above, during the relevant time period, as a result of Employers' policy of limiting the amount of overtime employees could accrue, Employee and other aggrieved employees were forced to work off-the-clock before and after their scheduled shift times as alleged above.

As illustrated above, Employee worked approximately thirteen (13) days for Employers between March 23, 2026, and April 7, 2026, but was paid for only two (2) of those days, leaving the substantial majority of his earned wages unpaid. Employee complained to Employers about his unpaid wages, but Employers have failed to remit the wages owed. In addition, Employee and other non-exempt employees were required to perform compensable work off-the-clock, including, but not limited to, time spent under Employers' control on Employers' premises prior to clocking in, time spent undergoing pre- and post-shift security procedures (including badge scans and bag inspections), and time spent undergoing security procedures during their meal periods, for which Employers failed to pay any wages, much less the minimum wage. Additionally, Employee and other non-exempt aggrieved employees did not always take a full and/or uninterrupted meal or rest period, and the time spent working during these breaks was not paid to them by Employers at a premium rate, or at all.

Thus, Employers did not pay at least minimum wages for all hours worked by 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 § 1194.2(a) provides in relevant part: "[i]n any action under § 1193.6 or § 1194 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon."

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."

Employee is informed and believes, and therefore alleges, that Employers' compensation schemes do not fairly compensate Employee and aggrieved employees for all hours spent performing their job duties.

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; the applicable IWC wage order.

The failure to pay designated wages to Employee and aggrieved employees for each and every hour worked violates *Labor Code* §§ 221 and 223; and the applicable IWC wage order.

Accordingly, Employers regularly failed to pay at least minimum wages to Employee and other aggrieved employees for all of the hours they worked 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 Breaks

Meal breaks were typically missed, late or interrupted. Employee and aggrieved employees would work more than five hours without a meal period.

Under the foregoing, California 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," including the duty to remain "on call," and they must be "free from employer control" over how they "spend their time." *Id*. at 264, 269. Employees must have the freedom to use meal and rest periods for their own purposes. *Id*. at 270; *Brinker Rest. Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1038-39.

When employees must either "remain at the ready and capable of being summoned to action," "respond when the employer seeks contact with [them]," "perform other work if the employer so requires," and/or remain "on call" during their meal and rest periods, the employees have not been "relieve[d] … of all work-related duties and employer control." *Augustus*, *supra*, 2 Cal.5th at 270. Such a meal or rest period is not "off duty" and therefore is "impermissible." *Ibid*.

The Supreme Court's decision in *Augustus* is just the latest in a series of meal and rest break cases that have affirmed California's broad, protective standard for employees.

Moreover, as 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 breaks. *See Brinker*, *supra*, 53 Cal.4th at 1040.

Yet, Employers did and do not provide Employee and aggrieved employees with meal periods during which they are completely relieved of duty for at least thirty (30) minutes by the fifth hour of work and again by the tenth hour of work. Specifically, Employee was permitted only exactly thirty (30) minutes for his meal period and was required to clock out for the meal period. If Employee chose to leave the building during his meal period, he was required to undergo the same security procedures as at shift start and end, including badge scans and potential bag inspections both upon exiting and re-entering the facility. Employers did not provide Employee or other Aggrieved Employees with any additional time to complete these security procedures. As a result, Employee's meal periods were routinely cut short of the required thirty (30) minutes of duty-free time during which he was relieved of all duty and free from Employers' control.

Thus, Employers have failed to perform their obligations to provide Employee and aggrieved employees with off-duty meal periods by the end of the fifth hour of work and a second meal period by the end of the tenth hour of work. Employers have also failed to pay Employee and aggrieved employees one (1) hour of pay at the regular rate for each off-duty meal period that they have been denied.

On July 15, 2021, the California Supreme Court issued a decision in *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858 where the court unanimously held 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. The regular rate of pay may be higher than the base hourly rate because the regular rate of pay must include all nondiscretionary incentive payments, including nondiscretionary bonuses.

Employers knew or should have known that as a result of their policies and/or practices, that Employee and aggrieved employees were not actually relieved of all duties to take timely, uninterrupted meal periods. Employers further knew or should have known that it did not pay Employee and aggrieved employees all meal period premiums when meal periods were missed, late, short, and/or interrupted. Furthermore, Employee has engaged in a company-wide practice and/or policy of not paying meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Employee and aggrieved employees have not received all premium pay for missed, interrupted, or late meal periods. Accordingly, Employers 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).

<u>Failure to Provide Compliant Rest Breaks</u>

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 meal or rest period is not provided. *Labor Code* § 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the IWC. The applicable IWC wage order, section 11 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" unless the total daily work time is less than three and one-half (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under *Labor Code* § 226.7 and the applicable IWC wage order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus et al. v. ABM Security Services, Inc*. (2016) 2 Cal.5th 257, 269-270.

During the relevant time period, Employers regularly failed to authorize and permit Employee and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. Employee alleges that, as a result of Employers' mandatory security procedures, he regularly had to skip his ten (10) minute rest breaks or cut them short. If Employee or other Aggrieved Employees attempted to leave the building during a rest break, they were required to undergo the same security procedures (badge scans and bag inspections) imposed at shift start and end, both exiting and re-entering the facility. Employers did not provide any additional time to complete these procedures, making it impossible to take a full and uninterrupted ten (10) minute rest period off Employers' premises. As with his meal periods, Employee was also subject to the pressure placed on him by Employers to get back to work, resulting in skipped, late, and shortened rest periods.

As a result of Employers' practices and policies, Employee and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled.

Employers have also 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, Employers failed to authorize and permit all 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 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. Alternatively, California *Labor Code* § 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the Relevant Time Period, Employers willfully failed to pay Employee and the aggrieved employees all wages due including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within the time periods specified by California *Labor Code* § 204. For example, Employee's wages for the pay periods covering his work from March 25, 2026, through April 7, 2026, were not timely paid to him in compliance with California *Labor Code* § 204. Indeed, Employee was paid for only two (2) of the approximately thirteen (13) days that he worked, and the wages owed for the remainder of his work have never been paid, much less paid within the timeframes required by *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

As a pattern and practice, Employers regularly failed to pay Employee and aggrieved employees their final wages pursuant to *Labor Code* §§ 201-203.

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, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

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

Employers willfully failed to pay Employee and aggrieved employees the earned and unpaid wages set forth above, including but not limited to minimum wages, either at the time of discharge, or within seventy-two (72) hours of their leaving Employers' employ.

Failure to Provide Accurate, Itemized Wage Statements

Labor Code § 226(a) requires employers make, keep, and provide true, accurate, and complete wage records. Employers have not provided Employee and other aggrieved employees with properly itemized wage statements. *Labor Code* § 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or $50 for the initial pay period in which a violation occurs and $100 per employee for each violation in a subsequent pay period, not to exceed $4,000. Further, *Labor Code* § 226.3 provides that any employer who violates § 226(a) shall be subject to a civil penalty in the amount of $250 per employee per violation in an initial citation and $1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to § 226(a).

During the relevant time period, Employers have knowingly and intentionally provided Employee and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. Employers issued uniform wage statements to Employee and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages and/or meal and rest period premiums, and the corresponding number of hours worked at each hourly rate.

Employers violated §§ 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9). Because Employers did not record the time Employee and other aggrieved employees spent working off-the-clock, Employers did not list the correct amount of gross wages and net wages earned by Employee and other aggrieved employees in compliance with § 226(a)(1) and § 226(a)(5), respectively. For the same reason, Employers failed to accurately list the total number of hours worked by Employee and other aggrieved employees, 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). For the same reason, Employers also failed to list the correct amount of net wages in violation of § 226(a)(5). Employers also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct rates of pay for overtime wages and/or meal and rest period premiums, in violation of § 226(a)(9).

As a result of not having kept accurate records, Employee and 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.

Labor Code § 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC wage order. § 1198 further provides that "[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." Pursuant to the applicable IWC wage order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period.

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

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 Employers. 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

Marcus J. Bradley, Esq.

cc: ***Via U.S. Certified Mail, Return-Receipt Requested***

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