DARLENE GRAY

v.

PLATINUM EQUITY ADVISORS LLC

PRIVATE ATTORNEYS GENERAL ACT NOTICE

Labor Code §2699.3 | May 13, 2026

I. SUBMISSION INFORMATION

TO: California Labor and Workforce Development Agency

AND TO (Employer): Platinum Equity Advisors LLC, 360 North Crescent Drive, Beverly Hills, California 90210

SUBMITTED BY: Darlene Gray

Mailing Address: 14900 Magnolia Boulevard, #5887, Sherman Oaks, California 91403

Contact Information: Provided via LWDA online portal submission

Date of Notice: May 13, 2026

Employer ADP Position ID: 940117257

II. REPRESENTATIVE CAPACITY

The undersigned, Darlene Gray, submits this notice pursuant to California Labor Code §2699.3 in her individual capacity and as a representative of other current and former aggrieved non-exempt employees of Platinum Equity Advisors LLC who have been subjected to the same or substantially similar unlawful policies and practices described herein, to the extent such employees were subject to the same or substantially similar timekeeping configurations, meal period practices, and workplace conditions.

The undersigned's employment history at Platinum Equity Advisors LLC is as follows:

- August 27, 2024 through December 8, 2024 — employed through Career Group Inc. as a temporary placement at $45.00 per hour, performing work at the direction of and on the premises of Platinum Equity Advisors LLC. The undersigned began performing expanded M&A executive assistant functions on November 7, 2024 while still employed through Career Group Inc. Potential liability arising from this period, including any joint employer overtime obligations, is preserved for separate proceedings.
- December 9, 2024 through December 31, 2025 — converted to direct employment with Platinum Equity Advisors LLC at $48.08 per hour as a non-exempt hourly Executive Assistant.
- January 1, 2026 through the present — hourly rate increased to $49.27 per hour following a 2.5% cost of living adjustment. The undersigned remains employed as of the date of this notice.

The PAGA claims asserted herein are directed at Platinum Equity Advisors LLC as the direct employer for the period beginning December 9, 2024 through the present. The undersigned is a non-exempt employee within the meaning of the California Labor Code and applicable Industrial Welfare Commission Wage Orders, including IWC Wage Order No. 4, for the entirety of her direct employment with Platinum Equity Advisors LLC.

III. EMPLOYER IDENTIFICATION

Employer: Platinum Equity Advisors LLC

Principal California Office: 360 North Crescent Drive, Beverly Hills, California 90210

Nature of Business: Private equity advisory firm — Beverly Hills, California location and any other California locations

Timekeeping System: ADP Workforce Now — Position ID 940117257

Non-Exempt Employee Population: Executive Assistants, Receptionists, and other non-exempt hourly staff subject to the ADP timekeeping configuration described herein

IV. FACTUAL BASIS FOR ALLEGED VIOLATIONS

A. ADP Timekeeping Configuration — Absence of Meal and Rest Period Documentation Mechanism

Throughout the undersigned's employment, Platinum Equity Advisors LLC has utilized ADP Workforce Now as its timekeeping and payroll system for non-exempt employees. The employee-facing time entry interface, as configured and operated by the employer, presented non-exempt employees with the following time entry fields:

- Pay Code — a dropdown menu selection from a fixed employer-configured list
- Hours — a single numerical block entry field reflecting total hours worked

The employee-facing time entry interface as configured and operated by the employer contained no clock-in field, no clock-out field, no meal period deduction field, no meal period clock-out and clock-in entry mechanism, no rest break entry field, no start time field, and no end time field. The complete pay code menu available to non-exempt employees through the employee-facing interface under the employer's ADP configuration contained the following codes: Baby Bonding, Bereavement, CA Supp Paid Sick Leave 2022, CA Supp Paid Sick Leave 2022 Additional Allotment, CA Supp Paid Sick Leave, Not Scheduled To Work, Company Holiday, Jury Duty, Maternity Paid Leave, Non-Worked Paid Hours, NY Vacc Paid Leave, NY Prenatal Leave, Regular, Sick/Personal, Unpaid Family Leave, Unpaid Leave, and Vacation.

The employer's ADP configuration as operated did not contain a meal period pay code, a rest break pay code, a meal period waiver code, or a missed meal premium pay code within the employee-facing time entry interface. The ADP configuration as operated by the employer did not provide any mechanism through which non-exempt employees could record meal period or rest period compliance. This reflects an employer-controlled configuration choice, not an employee recordkeeping failure.

The employer's own ADP time records for the undersigned's full employment period reflect no documentation of compliant thirty-minute duty-free meal periods on any workday during the claim period. Every time entry in the undersigned's ADP record reflects a single uninterrupted block of total hours — for example, 8.00 hours, 10.00 hours, or 11.00 hours — with no meal period deduction, no clock-out entry, and no clock-back-in entry. This is the consistent format of every time entry across the claim period.

Under California Labor Code §512 and IWC Wage Order No. 4, an employer must provide a thirty-minute duty-free meal period for shifts exceeding five hours and a second thirty-minute duty-free meal period for shifts exceeding ten hours. The employer is responsible for maintaining records and evidence sufficient to demonstrate compliance with its meal period obligations. The employer's own timekeeping records contain no affirmative documentation that compliant meal periods were authorized, permitted, or taken on any workday during the claim period. The ADP configuration as selected and operated by the employer did not generate records reflecting meal period start times, end times, meal period deductions, or other affirmative documentation relevant to demonstrating meal period compliance under California law.

B. Employer-Provided On-Premises Catered Lunch — Operational Context

Throughout the claim period, Platinum Equity Advisors LLC provided catered on-premises lunches to employees on a daily basis, Monday through Friday, at the Beverly Hills office location. Snacks and beverages were also provided throughout the workday. Employees were not required to leave the premises during a meal period and were not instructed to cease work activity, relinquish their work devices, or move to a physically separate area during any designated meal period.

It was the observable and consistent practice of employees, including the undersigned, to retrieve employer-provided lunch from the company kitchen or common area and return to their workstations, where they continued to perform work duties, monitor communications, and remain available and responsive to executive direction. The employer's ADP timekeeping configuration as operated confirms that employees did not clock out during the lunch period on any workday — consistent with the configuration's absence of any such mechanism.

The employer's provision of on-premises catered meals does not constitute compliant meal period relief under Labor Code §512 and IWC Wage Order No. 4. A meal period is compliant only when the employee is completely relieved of all duty for the entire thirty-minute period. The employer's own timekeeping records contain no affirmative documentation that employees were relieved of all duty during any meal period. The employer bears the burden of demonstrating such relief was provided; the employer's own records do not satisfy that burden.

C. Open Plan Workspace Design and Absence of Reliable Duty-Free Meal Area

The Beverly Hills office of Platinum Equity Advisors LLC is designed as an open plan workspace in which non-exempt employees, executives, and other staff work in physical proximity without physical barriers separating work areas. While outdoor seating consisting of benches and tables was available adjacent to the building entrance, this outdoor area did not constitute a reliable or consistently available duty-free meal area within the meaning of California law for the following reasons.

First, the outdoor seating area was physically accessible to colleagues, executives, and other employees who regularly approached non-exempt employees during meal periods with business-related requests and work-related inquiries. The open and accessible nature of the outdoor space did not prevent work-related interruptions and did not ensure that employees were affirmatively relieved of all duty during the meal period. The availability of an outdoor location does not satisfy the employer's obligation to relieve employees of all duty when the location itself does not prevent ongoing work-related access and direction.

Second, during periods of inclement weather — including cold temperatures and rain, which occur regularly in the Beverly Hills area during the claim period — the outdoor seating area was functionally unavailable as a meal location. On those days non-exempt employees had no alternative but to return to their workstations to consume their employer-provided lunch, placing them back in the open plan environment where work-related interruptions regularly occurred. The employer did not provide an alternative indoor duty-free meal area on inclement weather days or at any other time during the claim period.

The combination of these conditions — outdoor seating accessible to work-related interruption and unavailable during inclement weather, combined with an open plan interior workspace with no designated duty-free area — means the employer did not consistently or reliably provide a duty-free meal environment across the claim period. During the claim period it was a regular and recurring occurrence that while the undersigned was retrieving or consuming her employer-provided lunch, colleagues, executives, and other employees approached her and initiated business-related conversations, made work-related requests, or directed work-related inquiries requiring her immediate attention and response.

The employer's open plan workspace design, the absence of a reliable indoor duty-free meal area, the functional unavailability of outdoor seating during inclement weather, the on-premises catered lunch program, and the continuous executive availability expectations applicable to non-exempt EA staff created operational conditions under which the employer's own timekeeping records contain no affirmative documentation that compliant meal periods were consistently provided. As the California Supreme Court established in Brinker Restaurant Corp. v. Superior Court, a written meal period policy alone does not satisfy the employer's obligation — the employer must affirmatively relieve the employee of all duty and relinquish control for the full thirty minutes. The employer's records do not demonstrate that standard was consistently met across the claim period.

D. Rest Period Violations

California IWC Wage Order No. 4 requires a paid ten-minute rest period for every four hours worked or major fraction thereof. The employee-facing ADP configuration as operated by the employer contained no rest break pay code, no mechanism for documenting rest period authorization or provision, and no rest period premium pay code. The employer's own timekeeping records therefore contain no affirmative documentation that compliant rest periods were authorized and permitted on any workday during the claim period. On shifts of ten or more hours — reflected in the employer's own ADP records across numerous pay periods — the employer's records do not reflect that two compliant rest periods were authorized and provided.

The same open plan workspace conditions, continuous executive availability expectations, and employer-configured timekeeping architecture relevant to the meal period analysis are equally relevant to the rest period analysis. The employer's own records do not demonstrate that non-exempt employees were relieved of duty for compliant rest periods during the claim period.

E. Overtime Violations

The employer's own ADP payroll records document overtime in twenty-two of twenty-three pay periods across the claim period, reflecting 410.65 ADP-reported overtime hours totaling $29,712.24 in overtime paid and approved. The employer's Global Head of Human Resources served as terminal approving officer for all ADP timekeeping records across the claim period on a pay-period-by-pay-period basis, establishing employer-level awareness of the overtime pattern throughout employment.

The undersigned contends that the ADP-captured overtime represents only a portion of total compensable overtime worked during the claim period. The employee-facing ADP configuration as operated by the employer did not capture pre-shift monitoring activity beginning at approximately 6:30 AM on most workdays, post-shift monitoring activity continuing until approximately 10:00 PM, weekend shift hours beyond those captured in ADP records, or meal and rest period premium hours owed but not paid. A contemporaneous spreadsheet — GrayD.xlsx — documents off-hours activity with timestamped entries drawn from email and other activity records across the full claim period.

The employer's November 12, 2025 written communication from its Global Head of Human Resources acknowledged that the undersigned would need to handle matters at nights and weekends due to executive travel schedules. That written acknowledgment is relevant to employer awareness of the off-hours availability pattern and the operational context of the compensable time at issue.

F. Wage Statement Violations

The employer's ADP-generated wage statements for the claim period do not accurately reflect meal period information, rest period premiums, start and end times for each workday, or the complete hours worked during each pay period inclusive of pre-shift and post-shift compensable time. The ADP configuration as operated by the employer did not generate wage statements capable of reflecting meal or rest period compliance. These omissions support claims for inaccurate wage statements under Labor Code §226 arising from the employer's timekeeping and payroll recordkeeping practices.

G. Failure to Maintain Accurate Payroll Records

The ADP timekeeping configuration as selected, implemented, and operated by Platinum Equity Advisors LLC did not maintain records sufficient to establish meal period compliance, rest period compliance, daily start and end times, or complete hours worked by non-exempt employees during each workday. This constitutes a failure to maintain accurate payroll records under Labor Code §1174. To the extent other non-exempt employees were subject to the same ADP configuration, the same recordkeeping deficiency applies to their employment records.

H. Failure to Pay Wages Timely

Overtime compensation, meal period premiums, and rest period premiums that accrued during active employment were not paid during the pay periods in which they were earned, constituting violations of Labor Code §204 applicable to the undersigned and, to the extent they were subject to substantially similar conditions, other aggrieved non-exempt employees.

I. Unreimbursed Business Expenses

On August 12, 2024, a Platinum Equity Advisors LLC Human Resources representative issued a written directive requiring the undersigned to deactivate her independent notary business as a condition of advancing in the candidacy process, prior to any offer, interview completion, or guarantee of hire. The employer subsequently directed the undersigned to perform 133 documented notarial acts on behalf of Platinum Equity Advisors LLC using the undersigned's self-funded notary commission, official notary journal maintained under Government Code §8206, notary seal, and related supplies, without reimbursement. These circumstances support a claim under Labor Code §2802 for unreimbursed necessary business expenses incurred at the employer's express written direction, which is preserved for formal proceedings.

V. OTHER AGGRIEVED EMPLOYEES

The timekeeping configuration, meal period practices, and workplace conditions described herein reflect employer-controlled policies applicable to non-exempt employees at Platinum Equity Advisors LLC. To the extent other current and former non-exempt employees were subject to the same or substantially similar ADP timekeeping configuration, on-premises meal program, open plan workspace conditions, and continuous executive availability expectations, those employees are aggrieved employees within the meaning of Labor Code §2699. Specifically:

- The employee-facing ADP block-entry timekeeping configuration with no meal period, rest break, or premium pay codes is an employer-configured system that, as operated, applied to non-exempt employees on the same ADP account.
- The Beverly Hills office employed approximately seventeen Executive Assistants and two Receptionists, of whom a significant majority were non-exempt hourly employees subject to the same ADP configuration and substantially similar workplace conditions during the claim period.
- The on-premises catered daily lunch program was an employer-wide practice available to Beverly Hills office employees, relevant to the meal period compliance analysis for all non-exempt employees who consumed employer-provided meals at or near their workstations during the claim period.
- The open plan workspace design applied uniformly to non-exempt employees working in the Beverly Hills office during the claim period.
- To the extent Platinum Equity Advisors LLC employs or employed non-exempt hourly employees at other California locations subject to the same or substantially similar ADP timekeeping configuration, those employees may also be aggrieved employees within the meaning of Labor Code §2699.

The undersigned brings this notice in a representative capacity on behalf of all current and former non-exempt hourly employees of Platinum Equity Advisors LLC who, during the applicable limitations period, were subject to the same or substantially similar timekeeping configurations, meal period practices, and workplace conditions described herein.

VI. LABOR CODE SECTIONS ALLEGEDLY VIOLATED

Labor Code Section	Violation	Evidentiary Basis
§510	Unpaid overtime compensation	ADP records — 22 of 23 pay periods; 410.65 hours; $29,712.24 paid; Hofer terminal approval each period
§512	Meal period violations — failure to provide duty-free thirty-minute periods	Employee-facing ADP configuration contains no meal period entry mechanism; catered on-premises lunch; open plan workspace; executive interruption pattern

Labor Code Section	Violation	Evidentiary Basis
§226.7	Failure to pay meal and rest period premium wages	ADP configuration as operated by employer contains no meal or rest premium pay code; no premium payments in any pay period record
§226	Inaccurate itemized wage statements	Block-entry time cards; no start/end times; no meal period documentation; no rest period documentation
§1174	Failure to maintain accurate payroll records	ADP configuration as operated by employer did not generate meal/rest compliance records; employer-controlled configuration
§1194	Failure to pay overtime — pre-shift, post-shift, weekend compensable time	GrayD.xlsx contemporaneous log; Hofer November 12, 2025 written acknowledgment; Bush October 9, 2025 pre-authorization
§204	Failure to pay all wages timely during active employment	Overtime, meal, and rest premiums earned but unpaid during active pay periods
§2802	Failure to reimburse necessary business expenses	133 notarial acts using self-funded commission and supplies at employer direction; Sophie Brooke written directive August 12, 2024

VII. NOTICE OF INTENT AND RESERVATION OF RIGHTS

Pursuant to Labor Code §2699.3, the undersigned hereby provides notice of the alleged violations described herein and requests that the Labor and Workforce Development Agency investigate the same. In the event the LWDA does not provide notice of its intention to investigate within sixty-five calendar days of this submission, the undersigned intends to commence a civil action pursuant to Labor Code §2699 et seq. to recover PAGA civil penalties on behalf of herself and all other aggrieved non-exempt employees of Platinum Equity Advisors LLC who were subject to the same or substantially similar conditions.

The undersigned further provides notice to Platinum Equity Advisors LLC of the alleged violations described herein. This notice does not constitute a waiver of any claim, right, or remedy available to the undersigned or to any aggrieved employee under California law, federal law, or any applicable agency proceeding. Additional avenues for resolution of the matters documented herein are being pursued concurrently. All rights are expressly reserved.

NOTICE TO EMPLOYER: This notice preserves the undersigned's right to pursue civil penalties under the Private Attorneys General Act, Labor Code §2699 et seq., on behalf of herself and other aggrieved employees to the fullest extent permitted by California law. Any settlement or resolution of PAGA civil penalties remains subject to applicable Labor and Workforce Development Agency notice requirements and court approval under Labor Code §2699(l).

Respectfully submitted,

Darlene Gray

Executive Assistant, Platinum Equity Advisors LLC
Contact information provided via LWDA online portal submission
14900 Magnolia Boulevard, #5887, Sherman Oaks, California 91403
May 13, 2026