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***SENT BY ELECTRONIC SUBMISSION, CERTIFIED MAIL, AND EMAIL***

June 29, 2026

Attn: PAGA Administrator
Labor and Workforce Development Agency
http://dir.tflaforms.net
*Via Electronic Submission*

Re: Serina Santiago / Green Valley Country Club

To Whom It May Concern:

Pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq*., Serina Santiago (hereafter "Santiago" or "Complainant") provides notice that Green Valley Country Club, a California nonprofit corporation, and related entities (collectively "the Green Valley Employers" or "the Green Valley Employers") violated her rights and those of all other individuals the Green Valley Employers have employed or otherwise contracted with in California as non-exempt, hourly employees, individuals performing work comparable to the aforementioned, and individuals in similar positions (hereafter the "Aggrieved Employees") under Labor Code sections 201, 202, 203, 204, 226.7, 226, 246, 510, 512, 1197, 1198, 2802, and other Labor Code statutes. On behalf of herself and all other Aggrieved Employees, Santiago hereby provides this notice to the Labor & Workforce Development Agency and the Green Valley Employers and their agents and representatives.

At all relevant times, the Green Valley Employers have employed persons, conducted business, and engaged in illegal payroll practices and policies, throughout California. Santiago and all of the other Aggrieved Employees are "employees" within the meaning of Industrial Welfare Commission Order No. 5-2001 (hereafter "the Wage Order") section 2, subdivision (F) and "Aggrieved Employees" within the meaning of Labor Code section 2699(c).

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## Statement of Facts

On approximately October 20, 2021, the Green Valley Employers began to employ Santiago in Fairfield, California in the position of hourly, non-exempt bartender and server. The Green Valley Employers continuously employed her in that capacity until on or about November 15, 2025 when her employment ended.

At all relevant times, the Green Valley Employers issued wages to Santiago and all of the other Aggrieved Employees on a semimonthly (24 paychecks/year) basis and paid them by the hour. At all relevant times, the Green Valley Employers classified Santiago and all of the other Aggrieved Employees as non-exempt employees entitled to the protections of the Labor Code and the Wage Order.

The Green Valley Employers failed to compensate Santiago and all of the other Aggrieved Employees for all hours worked at the applicable minimum or regular rates of pay. The Green Valley Employers required Santiago and the Aggrieved Employees to work off the clock without compensation. The Green Valley Employers required Santiago and the Aggrieved Employees to clock out during their meal periods and continue working off the clock and without compensation. The Green Valley Employers often updated their menus and wine lists and required Santiago and the Aggrieved Employees to review and memorize them. The Green Valley Employers, however, did not provide Santiago and the Aggrieved Employees time to review these menus on the clock and during their scheduled shifts. Therefore, Santiago and the Aggrieved Employees had no choice but to review and memorize these menus and wine lists off the clock and without compensation.

The Green Valley Employers failed to compensate Santiago and all of the other Aggrieved Employees at the correct rates of pay for all hours worked over eight in a day, over 40 in a week, and for the first eight hours of the seventh day of the workweek. Green Valley Employer required Santiago and the Aggrieved Employees to work off the clock and without compensation. This often resulted in unpaid overtime wages.

At all relevant times, the Green Valley Employers failed to provide Santiago and all of the other Aggrieved Employees with all timely 30-minute, off-duty meal periods. Due to their workload, the Green Valley Employers required Santiago and the Aggrieved Employees to either clock out for their meal periods and continue working off the clock or to take late meal periods. Further, if the employees tried to take their meal periods inside the club, they were often interrupted by the customers. The Green Valley Employers required Santiago and the Aggrieved Employees to attend to the customers and respond to their inquires at all times even if they were clocked out during their meal periods. The Green Valley Employers also failed to pay premium wages for days on which they failed to provide Santiago and all of the other Aggrieved Employees with meal periods as required by law.

At all relevant times, the Green Valley Employers failed to authorize and permit Santiago and all of the other Aggrieved Employees to take ten-minute, off-duty, paid rest breaks every four hours worked or major portion thereof. Due to their workload, the Green Valley Employers never provided Santiago and the Aggrieved Employees with rest breaks. The Green Valley Employers also failed to pay premium wages for days on which they failed to authorize and permit Santiago and all of the other Aggrieved Employees to take rest breaks as required by law.

At all relevant times, the Green Valley Employers required Santiago and all of the other Aggrieved Employees to incur certain business expenses in the course of performing their duties. The Green Valley Employers required Santiago and all of the other Aggrieved Employees to supply mobile phones to perform their job duties. However, the Green Valley Employers did not provide these items and did not reimburse Santiago and the other Aggrieved Employees for these items.

The Green Valley Employers unlawfully deducted wages belonging to Santiago and all of the other Aggrieved Employees. Due to their workload, the Green Valley Employers required Santiago and the Aggrieved Employees to either clock out for their meal periods and continue working off-the-clock.

At all relevant times, the Green Valley Employers failed to issue to Santiago and all of the other Aggrieved Employees complete and accurate wage statements that state all hours worked at the correct rates of pay, and all wages earned. The Green Valley Employers knowingly and intentionally failed to state on the wage statements they issued to Santiago and all of the other Aggrieved Employees the unpaid wages discussed above. The wage statements fail to state all regular wages earned, all minimum wages earned, all overtime wages earned, all meal period premium wages earned, all rest break premium wages earned, all unlawfully deducted wages, and other required information.

For the period after June 15, 2024, The Green Valley Employers failed to provide Santiago and all of the other Aggrieved Employees with statements of sick leave available, or paid time off in lieu of sick leave.

The Green Valley Employers also failed to timely pay Santiago and all of the other Aggrieved Employees all earned wages as described above during and at the conclusion of employment.

For the reasons stated herein, Santiago alleges the following violations of the Labor Code and the Wage Order on behalf of herself and all of the other Aggrieved Employees:

(a) The Green Valley Employers failed to pay Santiago and all of the other Aggrieved Employees all wages earned for all hours worked at the correct rates of pay, including minimum, regular, overtime, and doubletime wages;

(b) The Green Valley Employers failed to provide Santiago and all of the other Aggrieved Employees all meal periods in compliance with California law;

(c) The Green Valley Employers failed to authorize and permit Santiago and all of the other Aggrieved Employees to take rest breaks in compliance with California law;

(d) The Green Valley Employers failed to compensate Santiago and all of the other Aggrieved Employees at one hour's pay for each day in which the Green Valley Employers failed to provide them with one or more meal periods as required by law;

(e) The Green Valley Employers failed to compensate Santiago and all of the other Aggrieved Employees at one hour's pay for each day in which the Green Valley Employers failed to authorize and permit them to take one or more rest breaks as required by law;

(f) The Green Valley Employers failed to indemnify Santiago and all of the other Aggrieved Employees for all necessary business expenditures incurred during the discharge of their duties;

(g) The Green Valley Employers unlawfully deducted wages belonging to Santiago and all of the other Aggrieved Employees;

(h) The Green Valley Employers knowingly and intentionally failed to provide Santiago and all of the other Aggrieved Employees with complete and accurate wage statements;

(i) The Green Valley Employers failed to provide Santiago and all of the other Aggrieved Employees with statements of sick leave available, or paid time off in lieu of sick leave; and

(j) The Green Valley Employers willfully failed to timely pay Santiago and all of the other Aggrieved Employees all earned and unpaid wages during their employment with the Green Valley Employers and when their employment ended.

Accordingly, Santiago now seeks civil penalties on behalf of herself and all of the other Aggrieved Employees based on the Green Valley Employers' alleged violations of the Labor Code and the Wage Order.

## **The Wage Order**

The Wage Order applies to "all persons employed in the public housekeeping industry whether paid on a time, piece rate, commission, or other basis." Wage Order, § 1. The Wage Order defines "Public Housekeeping Industry" to mean

> any industry, business, or establishment which provides meals, housing, or maintenance services whether operated as a primary business or when incidental to other operations in an establishment not covered by an industry order of the Commission, and includes, but is not limited to the following:
>
> (1) Restaurants, night clubs, taverns, bars, cocktail lounges, lunch counters, cafeterias, boarding houses, clubs, and all similar establishments where food in either sold or liquid form is prepared and served to be consumed on the premises;

(2) Catering, banquet, box lunch service, and similar establishments which prepare food for consumption on or off the premises;

(3) Hotels, motels, apartment houses, rooming houses, camps, clubs, trailer parks, office or loft buildings, and similar establishments offering rental of living, business, or commercial quarters;

(4) Hospitals, sanitariums, rest homes, child nurseries, child care institutions, homes for the aged, and similar establishments offering board or lodging in addition to medical, surgical, nursing, convalescent, aged, or child care;

(5) Private schools, colleges, or universities, and similar establishments which provide board or lodging in additional to educational facilities;

(6) Establishments contracting for development, maintenance or cleaning of grounds; maintenance or cleaning of facilities and/or quarters of commercial units and living units; and

(7) Establishments providing veterinary or other animal care services.

Wage Order, § 2(P). At all relevant times during the applicable limitations period, the Green Valley Employers, Santiago, and all of the Aggrieved Employees were covered by the Wage Order because the Green Valley Employers operated, and Santiago, and all of the Aggrieved Employees, worked for one or more clubs and establishments where food was sold. Accordingly, Santiago and all of the other Aggrieved Employees are entitled to the protections the Wage Order provides.

**Failure To Pay Wages For All Hours Worked At The Correct Rates of Pay**
**(Lab. Code §§ 510, 1194, 1197, and 1198)**

Under Labor Code section 1197, "The 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."

In relevant part, section 2(K) of the Wage Order states,

> "Hours worked" means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so[.]

In relevant part, Labor Code section 1194 states:

> (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.

In relevant part, Labor Code section 510 states:

> 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.

In relevant part, Section 3 of the Wage Order states:

> The following overtime provisions are applicable to employees 18 years of age or over and to employees 16 or 17 years of age who are not required by law to attend school and are not otherwise prohibited by law from engaging in the subject work. Such employees shall not be employed more than eight (8) hours in any workday or more than 40 in a workweek unless the employee receives one and one half (1½) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek. Eight (8) hours of labor constitutes a day's work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than:

(a) One and one-half (1½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including twelve (12) hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek;

(b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek; and

(c) The overtime rate of compensation required to be paid to a nonexempt full-time salaried employee shall be computed by using the employee's regular hourly salary as one fortieth (1/40) of the employee's weekly salary.

Labor Code § 1198 prohibits employers from employing their employees under conditions prohibited by the Wage Order.

In conjunction, these provisions of the Labor Code require employers to pay employees no less than their agreed-upon or statutorily mandated wage rates for all hours worked, including hours spent working "off-the-clock" (before punching in or after punching out on a time clock) when the employer knew or reasonably should have known that employees were working during those hours. *Morillion v. Royal Packing Co.* (2000) 22 Cal.4th 575, 585.

The Green Valley Employers required Santiago and the Aggrieved Employees to work off the clock and without compensation. During closing shifts, the employees had to clock out at the end of their shifts and continue working off the clock to complete their closing shift tasks, such as shutting down the facility. The Green Valley Employers also required Santiago and the Aggrieved Employees to clock out during their meal periods and continue working off the clock and without compensation. This often resulted in unpaid overtime wages.

At all relevant times during the applicable limitations period, the Green Valley Employers failed to compensate Santiago and all of the other Aggrieved Employees for all hours worked, including, but not limited to minimum, regular, overtime, and doubletime wages for all hours they worked at the correct rates of pay. Accordingly, Santiago now seeks civil penalties on behalf of herself and all of the other Aggrieved Employees as follows:

1. $50 for each aggrieved employee for each initial violation of Labor Code § 510, and $100 for each aggrieved employee for each subsequent violation, per pay period in addition to an amount sufficient to recover underpaid wages (penalties set by Labor Code § 558);

2. $100 for each aggrieved employee for each initial violation of Labor Code § 1194, and $200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code § 2699(f)(2));

3. $100 for each underpaid aggrieved employee for each initial violation of Labor Code § 1197, and $250 for each underpaid aggrieved employee for each subsequent violation per pay period (regardless of whether the initial violations were intentionally committed), in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203 (penalties set by Labor Code § 1197.1); and

4. $100 for each aggrieved employee for each initial violation of Labor Code § 1198, and $200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code § 2699(f)(2)).

**<u>Failure to Provide Meal Periods</u>**
**(Lab. Code §§ 226.7, 512, and 1198)**

In relevant part, section 2(K) of the Wage Order states,

> "Hours worked" means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In relevant part, Labor Code section 1198 states, "The employment of any employee … under conditions of labor prohibited by the [Wage Order] is unlawful."

In relevant part, Labor Code section 512 states:

> An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period

> of not less than 30 minutes, except that if the total work period per day of the employee 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 an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

In relevant part, section 11 of the Wage Order states:

> Meal Periods:
>
> (A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee. Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. … .
>
> (B) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

In addition, Labor Code section 226.7 states:

> (b) An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.

(c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

At all relevant times, the Green Valley Employers failed to provide Santiago and all of the other Aggrieved Employees with all timely meal periods. The Green Valley Employers denied Santiago and all of the other Aggrieved Employees their 30-minute off-duty meal period within the first five hours of work. Due to their workload, the Green Valley Employers required Santiago and the Aggrieved Employees to either clock out for their meal periods and continue working off the clock or to take late meal periods. Further, if the employees tried to take their meal periods inside the club, they were often interrupted by the customers. The Green Valley Employers required Santiago and the Aggrieved Employees to attend to the customers and respond to their inquires at all times even if they were clocked out during their meal periods. Furthermore, the Green Valley Employers failed to pay premium wages for days on which they failed to provide Santiago and all of the other Aggrieved Employees with timely meal periods. Accordingly, Santiago now seeks civil penalties for these Labor Code violations that the Green Valley Employers have committed against her and all of the other Aggrieved Employees as follows:

1. $100 for each aggrieved employee for each initial violation of Labor Code section 226.7, and $200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2));

2. $50 for each aggrieved employee for each initial violation of Labor Code section 512, and $100 for each aggrieved employee for each subsequent violation, per pay period in addition to an amount sufficient to recover underpaid wages (penalties set by Labor Code section 558); and

3. $100 for each aggrieved employee for each initial violation of Labor Code section 1198, and $200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)).

**Failure to Authorize and Permit Rest Periods**
**(Lab. Code §§ 226.7 & 1198)**

Section 2(K) of the Wage Order states,

> "Hours worked" means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In relevant part, Labor Code section 1198 states,

> The employment of any employee . . . under conditions of labor prohibited by the [Wage Order] is unlawful.

Section 12 of the Wage Order provides, in relevant part:

> Rest Periods:
>
> (A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized 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. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.
>
> (B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

In addition, Labor Code section 226.7 states:

> (b) An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.
>
> (c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

The Green Valley Employers failed to authorize and permit Santiago and all of the other Aggrieved Employees to take ten-minute, paid, duty-free rest breaks every four hours worked or major fraction thereof. The Green Valley Employers did not seek an exemption from the rest period protections of the Wage Order from the California Division of Labor Standards Enforcement. Due to their workload, Defendants never provided Santiago and the Aggrieved Employees with rest breaks. Moreover, the Green Valley Employers failed to pay Santiago and all of the other Aggrieved Employees premium wages on workdays the Green Valley Employers failed to provide Santiago and all of the other Aggrieved Employees with 10-minute rest periods every four hours worked or major fraction thereof. Accordingly, Santiago now seeks civil penalties for these Labor Code violations that the Green Valley Employers have committed against her and all of the other Aggrieved Employees as follows:

1. $100 for each aggrieved employee for each initial violation of Labor Code section 226.7, and $200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)); and

2. $100 for each aggrieved employee for each initial violation of Labor Code section 1198, and $200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)).

**Failure to Reimburse for Expenses**
**(Lab. Code §§ 1198 and 2802)**

In pertinent part, Labor Code § 2802(a) states, "An employer shall indemnify his or her employee[s] for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her duties."

Additionally, the Wage Order states,

> (A) When uniforms are required by the employer to be worn by the employee as a condition of employment, such uniforms shall be provided and maintained by the employer.
>
> …
>
> (B) When tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft.

Wage Order, § 9(B).

Labor Code Section 1198 prohibits an employer from employing any person under conditions that violate the Wage Order.

As described above, the Green Valley Employers required Santiago and all of the other Aggrieved Employees to incur certain business expenses in the course of performing their duties. The Green Valley Employers required Santiago and all of the other Aggrieved Employees to supply mobile phones to perform their job duties. However, the Green Valley Employers did not provide these items and did not reimburse Santiago and the other Aggrieved Employees for these items. Accordingly, Santiago seeks civil penalties for these Labor Code violations that the Green Valley Employers have committed against her and all of the other Aggrieved Employees as follows:

1. $100 for each aggrieved employee for each initial violation of Labor Code section 2802, and $200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)); and

2. $100 for each aggrieved employee for each initial violation of Labor Code section 1198, and $200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)).

**Unlawful Deductions**
**(Lab. Code § 221)**

Under Labor Code § 221, "It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee." The Green Valley Employers deducted wages from the wages earned by Santiago and all of the other Aggrieved Employees for hours spent working during on-duty meal periods in violation of Labor Code § 221. Accordingly, Santiago seeks civil penalties on behalf of herself and all of the other Aggrieved Employees as follows: $100 for each aggrieved employee for each initial violation of Labor Code § 221, and $200 for each aggrieved employee for each subsequent violation, or any willful or intentional violation of Labor Code § 221, plus 25% of the amount unlawfully withheld from each aggrieved employee (penalties set by Labor Code § 225.5).

**Failure to Provide Accurate Wage Statements**
**(Lab. Code § 226)**

Labor Code section 226(a) requires an employer to provide an employee, either semi-monthly or at the time of each wage payment, with an accurate and itemized written wage statement that shows:

1. Gross wages earned;

2. Total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment

of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission;

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, provided that all deductions made on written orders of the Employee may be aggregated and shown as one item;

5. Net wages earned;

6. The inclusive dates of the period for which the employee is paid;

7. The name of the employee and his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number or an employee identification number other than a social security number may be shown on the itemized statement;

8. The name and address of the legal entity that is the employer; and

9. All applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

At all relevant times during the applicable limitations period, the Green Valley Employers violated Labor Code section 226 because they did not properly and accurately itemize each Aggrieved Employee's gross wages earned, net wages earned, the total hours worked, the corresponding number of hours worked at each rate by the Aggrieved Employee and other requirements of Labor Code section 226. The Green Valley Employers failed to state in the wage statements they issued to Santiago and all of the other Aggrieved Employees all their hours worked and wages earned, including, but not limited to, regular and overtime wages for work they performed off the clock after clocking-out (as described above). The Green Valley Employers knowingly and intentionally failed to state on the wage statements they issued to Santiago and all of the other Aggrieved Employees the earned but unpaid wages described above. The wage statements do not state all regular wages earned, all minimum wages earned, all overtime wages earned, all meal period premium wages earned, all rest break premium wages earned, all unlawfully deducted wages, and other required information.

Labor Code § 2699(f)(2)(A) states:

(i) If, at the time of the alleged violation, the person employs one or more employees, and the alleged violation is a violation of paragraphs (1) to (7), inclusive, or paragraph (9) of subdivision (a) of Section 226, the only civil penalty applicable under this part is twenty-five dollars ($25) for each aggrieved employee per pay period if the employee could promptly and easily determine from the wage statement alone the accurate information specified by subdivision (a) of Section 226. If the alleged violation is a violation of paragraph (8) of subdivision (a) of Section 226 [failure to state the name and address of the legal entity that is the employer], the civil penalty applicable under this part for the violation is twenty-five dollars ($25) for each aggrieved employee per pay period if the employee would not be confused or misled about the correct identity of their employer or, if their employer is a farm labor contractor, the legal entity that secured the services of that employer. This subdivision does not apply if the employer has failed to provide an itemized payroll statement during any of the pay periods at issue.

(ii) The civil penalty is fifty ($50) for each aggrieved employee per pay period if the alleged violation resulted from an isolated, nonrecurring event that did not extend beyond the lesser of 30 consecutive days or four consecutive pay periods.

Accordingly, Santiago seeks civil penalties for the Labor Code violations that the Green Valley Employers have committed against Santiago and all of the other Aggrieved Employees as follows:

(1) $250 for each aggrieved employee for each initial violation of Labor Code section 226(a), and $1,000 for each aggrieved employee for each subsequent violation (penalties set by Labor Code section 226.3);

(2) Alternatively, one hundred dollars ($100) for each aggrieved employee per pay period;

> (3) Alternatively, twenty-five dollars ($25) for each aggrieved employee per pay period if the employee could promptly and easily determine from the wage statement alone the accurate information specified by subdivision (a) of Section 226; and
>
> (4) Alternatively, fifty dollars ($50) for each aggrieved employee per pay period if the alleged violation resulted from an isolated, nonrecurring event that did not extend beyond the lesser of 30 consecutive days or four consecutive pay periods.

**<u>Failure To Provide Notice of Available Sick Leave</u>**
**(Labor Code § 246)**

Labor Code § 246 states,

> An employer shall provide an employee with written notice that sets forth the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either the employee's itemized wage statement described in Section 226 or in a separate writing provided on the designated pay date with the employee's payment of wages.

Lab.Code § 246(h) (effective July 1, 2015). The Green Valley Employers failed to provide Santiago and all of the other Aggrieved Employees with an itemized wage statement or separate writing that set forth the amount of paid sick leave available. Accordingly, Santiago seeks civil penalties on behalf of herself and all of the other Aggrieved Employees as follows: For violations of Labor Code § 246, $100 per aggrieved employee for each of the pay periods in which initial violations of § 246 occurred, and $200 per aggrieved employee per pay period in which subsequent violations of § 246 occurred (penalties set by Labor Code § 2699(f)(2)).

**<u>Failure to Timely Pay Wages During Employment</u>**
**(Lab. Code § 204)**

Labor Code section 204 states all wages (other than those mentioned in Labor Code sections 201 and 202) earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. In addition, all wages for work performed in excess of the normal work period must be paid by no later than the following regular payday.

The Green Valley Employers failed to compensate Santiago and all of the other Aggrieved Employees for wages earned, including minimum wages, regular wages, overtime wages, unprovided meal period premium wages, unprovided rest break premium wages, deducted wages, and other compensation, at the intervals stated above. As a result, the Green Valley Employers failed to timely pay all earned wages due during employment within the time periods set by Labor Code section 204. Accordingly, Santiago now seeks civil penalties for the Labor Code violations that the Green Valley Employers have committed against her and all of the other Aggrieved Employees as follows: $100 for each aggrieved employee for each initial violation of Labor Code section 204, and $200 for each aggrieved employee for each subsequent violation, plus 25% of the amount unlawfully withheld from each aggrieved employee (penalties set by Labor Code section 210).

**<u>Failure to Timely Pay Wages Upon Termination of Employment</u>**
**(Lab. Code §§ 201, 202, and 203)**

Under Labor Code § 201, if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. Under § 202, if an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 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. Notwithstanding any other provision of law, an employee who quits without providing a 72-hour notice shall be entitled to receive payment by mail if he or she so requests and designates a mailing address. *Id.* The date of the mailing shall constitute the date of payment for purposes of the requirement to provide payment within 72 hours of the notice of quitting. *Id.*

Under Labor Code § 203, if an employer willfully fails to pay without abatement or reduction, in accordance with §§ 201 and 202, the 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.

The Green Valley Employers failed to pay Santiago and all of the other Aggrieved Employees whose employment ended all of the earned but unpaid wages described above by the conclusion of their employment with Santiago, including minimum wages, regular wages, overtime wages, unprovided meal period premium wages, unprovided rest break premium wages, deducted wages, and other compensation. Additionally, the Green Valley Employers failed to issue to Santiago and all of the other Aggrieved Employees whose employment ended their final paychecks until the next regular pay day following the termination. By failing to pay Santiago and all of the other Aggrieved Employees as set forth above at the end of employment, the Green Valley Employers are liable for violations of Labor Code §§ 201, 202, and 203. Accordingly, on behalf of herself and all of the other Aggrieved Employees, Santiago seeks civil penalties from the Green Valley Employers as follows:

1. For violations of Labor Code § 201, $100 per aggrieved employee for each of the pay periods in which initial violations of § 201 occurred, and $200 per aggrieved employee per pay period in which subsequent violations of § 201 occurred (penalties set by Labor Code § 2699(f)(2));

2. For violations of Labor Code § 202, $100 per aggrieved employee for each of the pay periods in which initial violations of § 202 occurred, and $200 per aggrieved employee per pay period in which subsequent violations of § 202 occurred (penalties set by Labor Code § 2699(f)(2)); and

3. For violations of Labor Code § 203, $100 per aggrieved employee for each of the pay periods in which initial violations of § 203 occurred, and $200 for per aggrieved employee per pay period in which subsequent violations of § 203 occurred (penalties set by Labor Code § 2699(f)(2)).

## Conclusion

As noted above, this letter constitutes the required notice under the Labor Code Private Attorneys General Act of 2004. Please be advised that Serina Santiago will seek both reasonable attorneys' fees and costs under Labor Code section 2699(g)(1) in a civil action should the LWDA decline to pursue this matter. This letter also serves as a formal notice under the catalyst theory and Code of Civil Procedure section 1021.5 to resolve this matter before litigation.

Sincerely,

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cc: Serina Santiago
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