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June 26, 2026

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(*Via Online Submission*)

Service Corporation International
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Oakland, CA 94603
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 # 9489-0090-0027-6780-5315-01

Service Corporation International
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CSC- Lawyers Incorporating Services
Agent for Service of Process
Service Corporation International
211 E. 7th Street Suite 620
Austin, TX 78701
(*Via Certified Mail, Return Receipt Requested*)
 # 9489-0090-0027-6780-5314-95

Re: ***Cinque Clyde Benn v. Service Corporation International***
Notice of Labor Code Violations and PAGA Penalties

To Whom It May Concern:

Please be advised that my office has been retained by Cinque Clyde Benn ("Mr. Benn" or "Employee") to pursue a Labor Code Private Attorneys General Act of 2004 ("PAGA") representative action (Cal. Lab. Code §§ 2699, *et seq.*) against Employee's former employer, Service Corporation International ("SCI" or "Employer"). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which we allege Employer engaged in with respect to Employee and potentially all of Employer' Aggrieved Employees.

Mr. Benn wishes to pursue this action on behalf of Employees as Aggrieved Employees, on behalf of the State of California, as well as on behalf of potentially all other persons who worked for SCI in California as a non-exempt or hourly-paid employee at any time within the applicable statutory period (hereafter, the "Aggrieved Employee").

Employee and the Aggrieved Employees, or some of them, suffered the Labor Code violations described below.

Mr. Benn's Employment with SCI

Mr. Benn is a resident of Stockton, California who worked for SCI in Alameda County, California as an hourly-paid, non-exempt employee from approximately April 2025 to approximately May 2026. Throughout the period Mr. Benn worked for SCI, he typically worked from 7:00 am to 3:30 pm five days per week.

SCI is a provider of deathcare services, managing a vast network of funeral service locations, cemeteries, and crematoria. Mr. Benn worked as a transfer specialist throughout his employment with SCI. Mr. Benn's primary job functions were to transfer decedents from their home, hospital, and nursing home to their cremation facility, among other tasks. In performing his duties, Mr. Benn was regularly required to perform work (off-the-clock), without compensation, including but not limited to traveling to pick up decedents in lieu of taking a meal period, traveling to pick up decedents in lieu of taking a rest break, and assisting others with related tasks after his shift ended and he clocked out.

Due to understaffing and high workloads, Mr. Benn was also frequently deprived of an opportunity to take legally compliant meal and rest breaks, including because the few meal and rest breaks he took were often cut short or interrupted. For example, Mr. Benn was routinely assigned multiple decedent pickups from hospitals, private residences, and nursing facilities, leaving him with insufficient time to stop for uninterrupted breaks. He was generally assigned to work alone, and although he was assigned a partner during the final weeks of his employment, the workload remained too heavy to permit compliant rest breaks. Moreover, if Mr. Benn attempted to stop for a break while driving between assignments, the dispatcher would contact him if a pickup had not been completed within the expected timeframe, creating pressure to complete assignments as quickly as possible rather than take legally compliant breaks. No supervisor instructed or encouraged Mr. Benn to take his rest periods.

Despite repeatedly depriving Mr. Benn and other Aggrieved Employees of an opportunity to take legally compliant meal and rest breaks, SCI failed to provide Mr. Benn and other Aggrieved Employees with the meal and rest break premiums as required by the Labor Code, and Employee does not recall ever receiving any meal and rest break premiums even though he was deprived of an opportunity to take legally compliant meal and rest breaks multiple times each week he worked for SCI.

Additionally, throughout Mr. Benn's employment with SCI he was required to use his personal cell phone to clock in, clock out, and communicate with dispatch regarding various issues related to the performance of the essential functions of his job. Employee was also forced to purchase specific work attire (black pants) in order to perform her job as dictated by SCI. SCI, however, failed to reimburse Mr. Benn for such business-related expenses.

These are just non-exhaustive examples of the facts and theories the Employee asserts, which are described in more detail below.

SCI own/owned and operate/operated an industry, business, and establishment within the State of California. As such and based upon all the facts and circumstances incident to Employer' business in California, Employer are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business & Professions Code.

During Mr. Benn's employment for SCI, SCI paid Mr. Benn an hourly wage and classified Mr. Benn as non-exempt from overtime. Employer typically scheduled Mr. Benn to work at least four days in a workweek and at least eight hours per day, but Mr. Benn also worked more than eight hours in a workday and more than forty (40) hours in a workweek. For example, Mr. Benn was required to perform work during uncompensated meal periods after being instructed to clock out, even though he continued working. In addition, after clocking out at the end of his shift, Mr. Benn was frequently required to assist a coworker with unloading a work vehicle before leaving the job site, despite no longer being on the clock. This work was performed without compensation.

Throughout Mr. Benn's employment, SCI failed to pay for all hours worked (including minimum, straight time, and overtime wages), failed to provide Mr. Benn with legally compliant meal periods, failed to authorize and permit Mr. Benn to take rest periods, failed to timely pay all final wages to Mr. Benn when SCI terminated Mr. Benn's employment, failed to furnish accurate wage statements to Mr. Benn, and failed to indemnify Mr. Benn for business expenditures. As discussed below, Mr. Benn's experience working for Employer was typical and illustrative.

Failure to Pay for All Hours Worked, Including Minimum, Straight, and Overtime Wages

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is 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 addition, Labor Code § 510 provides that employees in California shall not be employed more than eight hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

Throughout the statutory period, Employer failed to pay Employee and the Aggrieved Employees, or some of them, for all hours worked, including minimum, straight time, and overtime wages. Employer at time required Employee and the Aggrieved Employees, or some of them, to work "off-the-clock," uncompensated, by, for example, requiring Employee and the Aggrieved Employees to perform work during uncompensated meal periods and rest periods, and requiring Employee and the Aggrieved Employees to perform work before clocking in and/or after clocking out. As just one example, Mr. Benn was required to arrive at the job site approximately fifteen minutes before the start of his scheduled shift to prepare his work vehicle for pickups, even though Employer's timekeeping system would not permit him to clock in until his scheduled start time. Mr. Benn was also required to perform work during uncompensated meal periods after being instructed to clock out, even though he continued working and, at times, was required to falsely record that he had taken a compliant meal period when he had not. Additionally, Employer required Mr. Benn to carry and monitor his cell phone at all times, including during meal and rest periods, and to respond to work-related calls, text messages, requests for updates, and other work instructions from supervisors. If Mr. Benn did not respond promptly, he would be reprimanded, causing him to understand that he was required to remain available for work at all times. In addition, after clocking out at the end of his shift, Mr. Benn was frequently required to assist a coworker with unloading a work vehicle before leaving the job site, despite no longer being on the clock.This work was performed without compensation. Some of this unpaid work should have been paid at the overtime rate. California Labor Code § 510 requires that Employer compensate employees 1.5 times their regular rate of pay when employees work over eight hours per day, 40 hours per week, or when employees work up to eight hours on any seventh day of a workweek.

Employer failed to properly calculate Employee's regular rate of pay when paying overtime, by failing to include all compensation in Employee's overtime calculations, including hours worked off-the-clock. In failing to pay for all hours worked, Employer also failed to maintain accurate records of the hours Employee and the Aggrieved Employees, or some of them, worked.

As a result, Employer are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 210, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including minimum, straight time, and overtime wages.

Failure to Provide Meal Periods

Under California law, Employer have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s). Despite these legal requirements, Employer at times wrongfully failed to provide Employee and the Aggrieved Employees, or some of them, with their legally mandated 30-minute, uninterrupted, and duty-free meal period in a manner required by law (and also including but not limited to failing at times to provide Plaintiff, the Class, and the Aggrieved Employees, or some of them, the opportunity to leave the work premises to take meal periods). For example, Mr. Benn frequently missed his meal periods due to his workload and the demands of his assigned pickup schedule. On average, he missed approximately three out of every five meal periods each week and was only able to take compliant meal periods on slower workdays. Despite knowing that Mr. Benn had not taken a meal period, his supervisor, Marianne Moses, instructed him to clock out for a meal period at approximately 11:00 a.m. regardless of whether he actually took one. At the end of each shift, Mr. Benn was required to record in Employer's Workday timekeeping system that he had taken a meal period, even when he had worked through it, and he was told he would be disciplined if he failed to do so. In addition, Employer required Mr. Benn to carry and monitor his cell phone during meal periods and remain available to receive and respond to work-related calls, text messages, requests for updates, and work instructions from supervisors. As a result of Employer's workload demands, staffing levels, scheduling practices, and requirement that he remain available for work, Mr. Benn was frequently deprived of legally compliant meal periods.

Employer also continued to assert control over Employee and the Aggrieved Employees, or some of them, by, among other things, requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying Employee and the Aggrieved Employees, or some of them, permission to take a meal period under the conditions required by law, and without properly compensating Employee and the Aggrieved Employees, or some of them, for meal periods that were not provided as required by law. Employer also did not inform Employee of Employee's right to, nor permitted Employee to take, all of Employee's second meal periods when Employee worked at least ten hours of work in a workday and otherwise unlawfully pressured Employee to waive such breaks. Accordingly, Employer at times failed to provide meal periods to Employee and the Aggrieved Employees, or some of them, in compliance with California law.

Employee and the Aggrieved Employees, or some of them, are thus entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s). Employer, however, at times failed to pay Employee and the Aggrieved Employees, or some of them, the additional wages to which they were entitled for meal periods that were not provided. Employee does not recall ever receiving any meal and rest break premiums.

As a result, Employer are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

Employer are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e., more than two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Throughout the statutory period, Employer at times have wrongfully failed to authorize and permit Employee and the Aggrieved Employees, or some of them, to take legally compliant rest periods in a manner required by law (and also including but not limited to failing, at times, to authorize and permit Plaintiff, the Class, and the Aggrieved Employees, or some of them, the opportunity to leave the work premises to take rest periods). Employer at times required Employee and the Aggrieved Employees, or some of them, to work in excess of four consecutive hours a day without Employer' authorizing and permitting Employee to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating Employee and the Aggrieved Employees, or some of them, for rest periods that were not authorized or permitted.

Instead, Employer at times continued to assert control over Employee and the Aggrieved Employees, or some of them, by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or at times by denying Employee and the Aggrieved Employees, or some of them, permission to take a rest period. For example, at times, it was impossible for Employee and others to take rest breaks due to being understaffed. Employer required that Employee and others traveling to pick up decedents during rest breaks. For example, due to chronic understaffing, heavy workloads, and strict pickup schedules, it was often impossible for Mr. Benn and other employees to take rest breaks. Mr. Benn was routinely assigned multiple decedent pickups from hospitals, private residences, and nursing facilities and was required to continue driving between assignments rather than stop for rest breaks. If Mr. Benn attempted to stop for a break, dispatch would contact him if a pickup had not been completed within the expected timeframe, creating pressure to complete assignments as quickly as possible instead of taking legally compliant rest periods. Employer also required Mr. Benn to carry and monitor his cell phone at all times, including during rest periods, and to remain available to receive and respond to work-related calls, text messages, requests for updates, and work instructions from supervisors. If Mr. Benn did not respond promptly, he would be reprimanded. As a result, Mr. Benn understood that he was required to remain available for work at all times, including during purported rest periods. No supervisor instructed or encouraged Mr. Benn to take his rest periods, and he did not complain about his missed rest breaks because he feared disciplinary action or other adverse consequences.

Accordingly, Employer at times failed to authorize and permit Employee and the Aggrieved Employees, or some of them, to take rest periods in compliance with California law. Employee and the Aggrieved Employees, or some of them, are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Employer, however, at times failed to pay Employee and the Aggrieved Employees, or some of them, the additional wages to which they were entitled for rest periods that they were not authorized and permitted to take.

As a result, Employer are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Pay All Earned Wages Twice Per Month

Based on Employer' failure at times to pay Employee and the Aggrieved Employees, or some of them, for all wages as discussed above, Employer also violated Labor Code § 204.

Labor Code § 204 requires Employer to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for overtime hours worked. However, at times, Employer failed and refused to pay the Employee all wages due, and failed to pay those wages twice a month, in that Employee was not paid all wages for all meal periods not provided by Employer, all wages for all rest periods not authorized and permitted by Employer, and all wages for all hours worked. As a result, Employer owe Employee the legally required wages for unpaid wages, and Employee and the Aggrieved Employees, or some of them, suffered damages in those amounts.

Moreover, Employer are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

Employee seeks penalties under California Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Employer, however, at times failed to maintain accurate records of hours worked and all meal periods taken or missed by Employee and the Aggrieved Employees, or some of them.

Employer' failure to provide and maintain records required by the California Labor Code and the applicable IWC Wage Orders deprived Employee and the Aggrieved Employees, or some of them, the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Employer' records. Therefore, Employee and the Aggrieved Employees, or some of them, had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Employer. As a direct result, Employee and the Aggrieved Employees, or some of them, have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorneys' fees in seeking to compel Employer to fully perform their obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Employer' knowing failure, at times, to comply with the California Labor Code and applicable IWC Wage Orders, Employee and the Aggrieved Employees, or some of them, have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

<u>Failure to Timely Pay All Wages at Termination</u>

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. Direct deposits of wages to an employee's bank, saving and loan, or credit union account that were previously authorized by the employee are immediately terminated when an employee quits or is discharged, and the payment of wages upon termination of employment in the manner described above shall apply unless the employee has voluntarily authorized that deposit and provided that the employer complies with the provisions of Labor Code § 213(d) relating to the payment of wages upon termination or quitting of employment.

Within the applicable statute of limitations, the employment of Employee and many other Aggrieved Employees ended, i.e., was terminated by quitting or being discharged, and the employment of others will be terminated. However, during the relevant time period, Employer at times failed, and continue at times to fail, to pay Employee and terminated Aggrieved Employees, or some of them, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Employer' employment. These unpaid wages include wages for unpaid work time (including minimum, straight time, and overtime wages), missed meal period premium wages, and missed rest period premium wages. Employer also violated, and continue to violate, Labor Code section 213(d) by paying final wages (if any are paid at all) via direct deposit without the employee's voluntary authorization. Employee recalls that she did not receive final wages at the time of discharge, nor within seventy-two (72) hours of leaving Employer' employment, but instead not until the next payroll cycle.

Employer' conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Employee and the Aggrieved Employees, or some of them, are entitled to recover from Employer their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to Labor Code § 203.

Moreover, Employer are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination, and for unlawfully making any such payment (if any) via direct deposit without the employee's voluntary authorization.

<u>Failure to Furnish Accurate Itemized Wage Statements</u>

Labor Code § 226(a) provides that every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (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, 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 the last four digits of his or her social security number or an employee identification number other than a social security number, (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. An employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226(e)(2)(B)(iii).)

The statute further provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (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 an aggregate penalty of four thousand dollars ($4,000), and is entitled to an award of costs and reasonable attorney's fees." (Lab. Code § 226(e)(1).)

Throughout the statutory period, Employer at times failed to, and continue at times to fail, to timely furnish Employee and the Aggrieved Employees, or some of them, with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law).

Because Employer at times violated Labor Code § 226, Employee and similarly Aggrieved Employees, or some of them, suffered injury and damage to their statutorily protected rights. Accordingly, Employee and similarly Aggrieved Employees, or some of them, are entitled to recover from Employer the greater of their actual damages caused by Employer' failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars ($4,000) per employee. Moreover, Employer are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code § 226.3 for failing to timely furnish accurate itemized wage statements.

Failure to Indemnify for Necessary Expenditures

Labor Code § 2802(a) provides that Employer shall indemnify their employees for all necessary business expenditures or losses that have been incurred by the employees in direct discharge of his or her duties. Throughout the statute of limitations period applicable to this cause of action, Employer at times wrongfully required Employee and the Aggrieved Employees, or some of them, to pay expenses that they incurred in direct discharge of their duties for Employer including but not limited to work attire (black pants), and having to use his personal cellular phone for work related communications and to clock in and out. Employee and the Aggrieved Employees, or some of them, at times paid out-of-pocket for necessary employment-related expenses. Employee and the Aggrieved Employees, or some of them, incurred substantial expenses as a direct result of performing their job duties for Employer, but Employer failed to indemnify Employee and the Aggrieved Employees, or some of them, for these employment-related expenses.

As a result, Employer are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 2802 and 2699(f)(2) for failing to indemnify Employee and the Aggrieved Employees, or some of them, for necessary business expenditures.

Recordkeeping Requirement Violations

California Labor Code section 1174 requires Employer to keep "accurate and complete" payroll records showing, among other things, the hours worked daily by Employees and Aggrieved Employees. All applicable IWC Wage Orders, section 7 similarly requires Employer to keep accurate time records reflecting the times during which all owed meal periods were provided each day.

Based on information and belief, Employer at times failed, and continue at times to fail, to keep accurate and complete payroll records as required by law, including but not limited to the following records: total daily hours worked, applicable rates of pay, time records showing when Employee and other Aggrieved Employees began and ended each work period, time records of meal periods, and accurate itemized wage statements.

Based on information and belief, Employer at times failed and continue at times to fail to keep accurate and complete records showing total hours worked by Employee and Aggrieved Employees, or some of them, by virtue of Employer' time rounding and/or auto deduction policies and practices and/or other off-the-clock work policies and practices. Employer failed at times and continue at times to fail to keep accurate and complete records showing total hours worked by virtue of Employer' failure to relieve Employee and Aggrieved Employees, or some of them, of all duties and Employer' control for unpaid meal periods, resulting in unpaid hours worked.

Based on information and belief, Employer further failed at times, and continue at times to fail, to record the true start and end times of Employee's and Aggrieved Employees' meal periods, or some of them.

Based on further information and belief, Employer further failed at times and continue at times to fail, to record the true start and end times of Employee's and Aggrieved Employees' work shifts, or some of them.

Additionally, Employer at times failed, and continue at times to fail, to keep accurate records and issue accurate wage statements by not documenting accrued sick time for Employee and Aggrieved Employees, or some of them. Employer' failure to keep "accurate and complete" payroll records for Employee and Aggrieved Employees, or some of them, violates Labor Code sections 1174, 1198, 1199, and all applicable IWC Wage Orders, section 7. These violations subject Employer to civil penalties under Labor Code sections 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and Wage Order provision, for each Aggrieved Employee (or some of them), results in a separate civil penalty.[1]

Action for Civil Penalties Under PAGA

In light of the above, Employee alleges that Employer violated the following provisions of the Labor Code with respect to the Aggrieved Employees, or some of them:

1. Labor Code §§ 204, 510, 1194, 1197, and 1198 by failing at times to pay for all hours worked, including minimum wages, straight time wages, and overtime wages;

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[1] See Lab. Code §2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period").

2. Labor Code § 226.7 and applicable Wage Orders by failing at times to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing at times to authorize and permit rest periods;
4. Labor Code § 204 by failing at times to pay all earned wages two times per month;
5. California Labor Code § 1174.5 and applicable Wage Orders by failing at times to maintain accurate records of hours worked and meal periods taken or missed;
6. Labor Code §§ 201 to 203 by willfully failing at times to pay all wages owed at termination;
7. Labor Code § 226 by failing at times to provide accurate itemized wage statements;
8. Labor Code § 2802 by failing at times to indemnify for necessary expenditures; and
9. Labor Code § 1174 by failing at times to keep accurate and complete payroll records.

Therefore, on behalf of potentially Aggrieved Employees, Employee seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699.

Employee has placed Employer on notice by mailing a certified copy of this correspondence, as indicated on the first page. Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

WILSHIRE LAW FIRM

Ruby Carrera, Esq.