



June 25, 2026

Via Online Filing at (dir.govfa.net/411)
Attention: PAGA Notice Filing
Labor & Workforce Development Agency
Department of Industrial Relations
455 Golden Gate Avenue, 10th Floor
San Francisco, California 94102

Re: Notice of Labor Code §2699 “PAGA Violations”
Claimant: Brintnel Robbins Newlon
Respondent: Premium Retail Services, LLC

Dear Labor & Workforce Development Agency:

Pursuant to Labor Code section 2699.3, this letter provides notice to the Labor & Workforce Development Agency (“LWDA”) and Premium Retail Services, LLC (“the Company”) that Complainant Brintnel Robbins Newlon (“Mr. Newlon”) intends to pursue civil penalties under the Private Attorneys General Act, California Labor Code sections 2699, et seq. (“PAGA”), if the LWDA declines to investigate the violations described below or does not respond within the statutory period.

Employment and Company Information

Premium Retail Services, LLC has employed Mr. Newlon as a Merchandiser since approximately January 2026. He is a non-exempt employee who earns \$17.81 per hour and works approximately eight (8) hours per day, three (3) days per week. He works in Montclair, California at Target locations. On information and belief, the same unlawful policies and practices described below apply to and potentially affect at least 500 similarly situated current and former employees of the Company.

Meal and Rest Break Violations (Labor Code §§ 226.7, 512)

Meal periods

The Company failed to provide Mr. Newlon and other aggrieved employees with compliant meal periods, including timely off-duty meal periods. Mr. Newlon has never received compliant meal periods during his employment with the Company. The Company required Mr. Newlon to continue performing work throughout his shifts without relieving him of all duty for a legally compliant meal period. The Company also failed to pay premium wages when meal periods were missed, late, short, interrupted, or otherwise noncompliant. On information and belief, the Company applied the same unlawful meal-period practices to other similarly situated non-exempt employees.

Rest periods

The Company failed to authorize and permit Mr. Newlon and other aggrieved employees to take compliant rest periods. Mr. Newlon did not receive compliant rest periods during his employment with the Company. The Company failed to authorize and permit compliant ten-minute rest periods and failed to pay premium wages for missed, late, short, interrupted, or otherwise noncompliant rest periods. On information and belief, the Company applied these unlawful rest-break practices to other similarly situated non-exempt employees.

Wage Statement Violations (Labor Code § 226)

The Company failed to furnish accurate itemized wage statements to Mr. Newlon and other aggrieved employees. The wage statements did not accurately reflect all hours worked and all wages earned. The Company required Mr. Newlon to perform compensable work that it did not fully record or pay, including time spent completing a required in-store check-in process after signing the initial store-entry check-in book, time spent continuing to work after the allotted time for a task had run out, and time spent traveling from location to location as part of his assigned work. As a result of these wage-and-hour violations, including the Company's meal-period and rest-period violations, the wage statements did not accurately reflect all information required by Labor Code section 226. On information and belief, the Company applied these unlawful wage-statement practices to other similarly situated non-exempt employees.

Record/Timekeeping Practices (Labor Code § 1174)

The Company failed to maintain accurate time records for Mr. Newlon and other aggrieved employees. After arriving at a Target store, Mr. Newlon signed the initial check-in book at the store entry, but the Company required him to complete a longer check-in process that included locating a manager and checking into the store system. By the time Mr. Newlon completed that process, approximately 15 to 30 minutes had passed, and the Company did not pay him for that time. The Company also required Mr. Newlon, at times, to continue working for a few minutes after the allotted time for a task had already run out. In addition, the Company failed to record and pay for time Mr. Newlon spent traveling from location to location as part of his assigned work. As a result, the Company's time records did not accurately reflect all time Mr. Newlon spent performing compensable work. On information and belief, the Company applied the same unlawful timekeeping and recordkeeping practices to other similarly situated non-exempt employees.

Business Expense Reimbursement Violations (Labor Code § 2802)

The Company failed to indemnify and reimburse Mr. Newlon and other aggrieved employees for all necessary business expenses incurred as a direct consequence of their job duties. The Company delivered work materials, including signage, to Mr. Newlon's home and required him to keep those materials there and transport them to Target locations for the Company's benefit. Although the Company paid mileage, Mr. Newlon still had to use his own home space, time, and personal resources to store, handle, load, unload, and transport the Company's materials as part of his job duties. On information and belief, the Company required other similarly situated non-exempt employees to bear the same or similar unreimbursed work-related expenses.



Aggrieved Employees

Mr. Newlon is an aggrieved employee. The violations described above were not isolated to him. Instead, they are common to all employees of the Company in California. There are at least 500 employees who are aggrieved. These unlawful policies and practices have been in effect since at least Mr. Newlon's hire in approximately January 2026 through the present. Mr. Newlon is informed and believes that the Company applied these unlawful policies and practices to aggrieved employees during the one-year period preceding this PAGA notice.

Labor Code Sections at Issue

The facts set forth herein provide the Company notice that it violated the following Labor Code sections, subject to this PAGA notice:

1. Labor Code section 226.7 – failure to provide compliant meal and rest periods.
2. Labor Code section 512 – failure to provide meal periods.
3. Labor Code section 226 – failure provide accurate itemized wage statements.
4. Labor Code section 1174 – failure to maintain accurate time records.
5. Labor Code section 2802 – failure to reimburse necessary business expenses.

If the LWDA provides notice that it does not intend to investigate these matters, or if no notice is received within sixty-five calendar days of the date of this letter, Mr. Newlon intends to file a claim under PAGA in addition to any other available claims and remedies.

Should you have any questions or require further information, please contact our office. Thank you for your attention to this matter.

Very truly yours,

WEST COAST TRIAL LAWYERS

A handwritten signature in black ink that reads "William D. Becker". The signature is written in a cursive, flowing style.

William D. Becker, Esq.

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