

June 8, 2026

Via Online Submission

Labor and Workforce Development Agency
Attn: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

**Re: Written Notice – Private Attorney General Act (“PAGA”) – Labor Code § 2698 et seq.
*Emmitt Fagan v. Apex Companies LLC***

PAGA Administrator:

Notice is hereby provided that, pursuant to Labor Code § 2699.3, Emmitt Fagan (“Employee”) contends that Apex Companies LLC (“Employer”) has violated, and continues to violate, provisions of the Labor Code and wage orders promulgated by the Industrial Welfare Commission (“IWC wage order”), including, but not limited to, Labor Code §§ 201–203, 226(a), 226.7, 512, 516, 1174.5, 1198, 2699 et seq., and 2802, and the applicable IWC wage order. In accordance with the required notice under Labor Code § 2699.3 of the Private Attorney General Act (“PAGA”), this letter shall serve as formal written notice to the Labor and Workforce Development Agency (“LWDA”).

Employee Emmitt Fagan is a resident of Sacramento, California, who worked for Employer as a non-exempt, hourly-paid CSW Compliance Technician from approximately February 12, 2024, through approximately June 11, 2025. Employee’s base hourly rate was \$21.00 per hour. Fagan is an “aggrieved employee” as defined in Labor Code § 2699(a) and brings this action on behalf of himself and all other aggrieved employees of Employer, and seeks penalties under PAGA for Employer’s violations of the Labor Code.

Employer Apex Companies LLC is a limited liability company with its principal place of business at 2101 Gaither Road, Suite 500, Rockville, Maryland 20850, that operates throughout California. At all relevant times, Employer issued and maintained uniform, standardized scheduling, timekeeping, and compensation practices and procedures for all aggrieved, hourly paid employees in California, including Employee and others similarly situated.

Employee and other aggrieved employees seek penalties and other compensation from Employer for the relevant time period because Employer:

- Failed to Provide Employees with Compliant Meal Periods and Failed to Pay Meal Period Premiums (Lab. Code §§ 226.7, 512, 516, and 1198);
- Failed to Provide Employees with Compliant Rest Periods and Failed to Pay Rest Period Premiums (Lab. Code §§ 226.7, 516, and 1198);
- Failed to Pay All Wages Owed at Termination (Lab. Code §§ 201–203);
- Failed to Provide Accurate, Itemized Wage Statements and Failed to Maintain Accurate Records (Lab. Code §§ 226(a), 1174.5); and,
- Failed to Reimburse Employee for Necessary Business Expenses (Lab. Code § 2802).

Below please find the relevant facts and legal theories to support the aforementioned violations.

Failure to Provide Compliant Meal Periods

During the relevant time period, upon information and belief, Employer had, and continues to have, a company-wide policy and/or practice of failing to provide Employee and other aggrieved employees with timely, off-duty, uninterrupted meal periods of not less than thirty (30) minutes. Employee regularly worked shifts in excess of ten (10) and twelve (12) hours. For shifts exceeding ten (10) hours, California law requires that a second meal period be provided. Employer routinely failed to provide compliant first and/or second meal periods on shifts of sufficient length to require them.

Further, Employer engaged in a pattern and practice of falsifying meal period records – requiring employees to record meal breaks as taken in Employer’s timekeeping system when, in fact, compliant off-duty, uninterrupted meal periods were not provided. This practice obscured Employer’s violations and prevented employees from receiving the meal period premium pay owed to them.

Under California law, employers must provide meal periods during which employees are completely relieved of all duties. In *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, the California Supreme Court reaffirmed that required meal and rest periods must be “off-duty,” meaning employees must be relieved of “all work-related duties” and must be “free from employer control.” *Id.* at 264, 269. The mere existence of a facially lawful meal period policy is unavailing if there are practical constraints and pressures on employees to perform their duties in ways that omit or curtail breaks. *Brinker Rest. Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1040. Employers must pay premium payments at the employee’s “regular rate of pay.” *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858.

Employer knew or should have known that its policies and/or practices caused Employee and other aggrieved employees not to receive compliant meal periods, and that it did not pay all meal period premiums owed. Accordingly, Employer failed to provide all meal periods in violation of Labor Code §§ 226.7, 512(a), 516, and 1198. Employee and other aggrieved employees are entitled to civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code §§ 2699(a), (f)-(g).

Failure to Provide Compliant Rest Periods

Labor Code §§ 226.7, 516, and 1198, and the applicable IWC wage order require employers

to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate of compensation for each workday that a rest period is not provided. The applicable IWC wage order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof."

During the relevant time period, Employer regularly failed to authorize and permit Employee and other aggrieved employees to take a full ten (10) net minutes of off-duty rest period time per each four (4) hour period worked or major fraction thereof. Employer engaged in a company-wide practice of not paying rest period premiums owed when compliant rest periods are not authorized and permitted. Accordingly, Employer failed to provide all compliant rest periods in violation of Labor Code §§ 226.7, 516, and 1198. Employee and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code §§ 2699(a), (f)-(g).

Failure to Timely Pay Final Wages Upon Termination

Employee Fagan's employment with Employer was terminated effective June 11, 2025. As a pattern and practice, Employer regularly failed to pay Employee and other aggrieved employees their final wages pursuant to Labor Code §§ 201–203, including all unpaid meal period premiums and rest period premiums for the violations described herein. On information and belief, Employer has a company-wide practice or policy of failing to pay all accrued wages to departing employees and does not adhere to the time requirements set forth in Labor Code §§ 201 and 202. Employee and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code §§ 2699(a), (f)-(g).

Failure to Provide Accurate, Itemized Wage Statements

Labor Code § 226(a) requires employers to make, keep, and provide true, accurate, and complete wage records, including specifically the total hours worked by the employee during each pay period and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate. During the relevant time period, Employer knowingly and intentionally provided Employee and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. Specifically, Employer's wage statements failed to list the total hours worked by Employee during each pay period, as required by Labor Code § 226(a)(2). Furthermore, because Employee was paid at multiple hourly rates (including regular, overtime, and double-time rates), Employer's wage statements failed to accurately list all applicable hourly rates in effect during each pay period and the corresponding hours worked at each rate, as required by Labor Code § 226(a)(9). In addition, because Employer failed to pay all meal period premiums and rest period premiums owed, Employer's wage statements also fail to correctly list gross wages earned and net wages earned. As a result, Employee and other aggrieved employees suffered injuries in the form of confusion over whether they received all wages owed to them. Employee and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code §§ 226.3, 1174.5, and/or 2699(a), (f)-(g).

California Labor & Workforce Development Agency
Attn: PAGA Administrator
June 8, 2026
Page 4

Failure to Reimburse for Necessary Business Expenses

California Labor Code § 2802 requires an employer to indemnify its employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of their duties, or of their obedience to the directions of the employer. Throughout his employment, Employee was required as a condition of employment to maintain, clean, and upkeep his personal protective equipment (“PPE”) gear used in the performance of his duties as a CSW Compliance Technician. This included regular cleaning, decontamination, and maintenance of PPE required for field operations. Employer mandated the use and upkeep of this equipment but failed to reimburse Employee for any costs associated with cleaning, maintaining, and replacing his PPE gear. Employer’s failure to reimburse Employee for these necessary business expenses constitutes a violation of Labor Code § 2802. Employee and other aggrieved employees are entitled to civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code §§ 2699(a), (f)-(g).

Conclusion

Employee respectfully requests that the LWDA notify this office within sixty-five (65) days if it intends to investigate these violations. If the LWDA does not intend to investigate, Employee requests that the LWDA promptly notify this office so that Employee may proceed with his civil action asserting the PAGA claims described herein in the Superior Court for the State of California, County of Sacramento. A copy of this notice is being sent via certified mail to Employer. Should you have any questions or concerns or require additional information, please do not hesitate to contact the undersigned. Thank you for your time and consideration.

Very truly yours,

BRADLEY/GROMBACHER LLP

By: Marcus J. Bradley
Marcus J. Bradley

Enclosure – as stated above.

cc: APEX COMPANIES LLC
2101 GAITHER ROAD SUITE 500
ROCKVILLE, MD 20850

CSC LAWYERS
REGISTERED AGENT FOR APEX COMPANIES, LLC
2710 GATEWAY OAKS DRIVE, SUITE 150N
SACRAMENTO, CALIFORNIA 95833