BRADLEY/GROMBACHER LLP
CLASS ACTIONS, MASS TORTS & CATASTROPHIC INJURIES

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July 29, 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.
Vilma L. Flores v. Sun Gir, Inc., et al.

PAGA Administrator:

Notice is hereby provided that, pursuant to Labor Code § 2699.3, Vilma L. Flores ("Employee") contends that Sun Gir, Inc. ("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, 204, 221, 223, 226(a), 226.7, 510, 512, 516, 1174.5, 1182, 1194, 1197, 1198, 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 Vilma L. Flores worked for Employer as a non-exempt, hourly-paid employee and, more recently, as an Hourly Supervisor, at Sun Gir, Inc. locations in North Hollywood, California and Sun Valley, California, both in the County of Los Angeles, from approximately February 2024 through her discharge on or about August 8, 2025. Employee Flores resides in the State of California. Employee Flores worked for Employer as a non-exempt employee at Sun Gir, Inc. during the relevant time period.

Employee is an "aggrieved employee" as defined in Labor Code § 2699(a) and brings this action on behalf of herself and all other aggrieved employees of Employer, and seeks penalties under PAGA for Employer's violations of the Labor Code.

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Employer Sun Gir, Inc. is a corporation authorized to do business in the State of California, with a location at 1 Center Pointe Drive #400, La Palma, California 90623, that manages and operates retail store locations, including in North Hollywood, Sun Valley, Van Nuys, and Burbank, California, and does business in the State of 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, regardless of their location or position.

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

1. Failed to Pay Employee All Wages Owed for Off-the-Clock Work (Lab. Code §§ 221, 223, 510, 1182, 1194, 1197, and 1198);
2. Failed to Reimburse Employee for Necessary Business Expenses (Lab. Code § 2802);
3. Failed to Provide Employee with Compliant Meal Periods (Lab. Code §§ 226.7, 512, 516, and 1198);
4. Failed to Provide Employee with Compliant Rest Periods (Lab. Code §§ 226.7, 516, and 1198);
5. Failed to Provide Employee with Suitable Seating (Lab. Code § 1198 and the applicable IWC Wage Order);
6. Failed to Timely Pay Wages During Employment (Lab. Code § 204);
7. Failed to Pay All Wages Owed at Termination (Lab. Code §§ 201-203); and,
8. Failed to Provide Employee with Accurate, Itemized Wage Statements and Failed to Maintain Accurate Records (Lab. Code §§ 226(a), 1174.5).

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

<u>Failure to Pay All Wages for Off-the-Clock Work</u>

During the Relevant Time Period, upon information and belief, Employer had, and continues to have, a company-wide policy and/or practice of requiring Employee and other aggrieved employees to perform compensable work off the clock, without compensation, including: (a) donning a required uniform consisting of a shirt and hat bearing Employer's logo before clocking in for their shifts; (b) laundering that uniform at home, in a separate load apart from other laundry; (c) completing paperwork required by Employer; and (d) traveling between

Employer's various store locations, including in Van Nuys, Burbank, North Hollywood, and Sun Valley, California, to pick up or deliver merchandise.

Employee was required to don her Employer-mandated uniform, including at home before clocking in, and was required to drive her personal vehicle between Employer's store locations to pick up or deliver merchandise on Employer's behalf, all without compensation.

Employer knew or should have known that Employee and other aggrieved employees were performing this off-the-clock work because it was required by Employer's own uniform policies and business practices, yet Employer failed to compensate Employee and other aggrieved employees for all hours worked, including at the applicable minimum wage and overtime rates. Accordingly, Employer failed to pay all wages owed in violation of Labor Code §§ 221, 223, 510, 1182, 1194, 1197, 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 Reimburse Necessary Business Expenses

Labor Code § 2802 requires employers to indemnify their employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of their duties.

During the Relevant Time Period, Employee was required to use her personal cell phone for work-related purposes, including sending and receiving photographs of store displays and merchandise, preparing and transmitting reports, and communicating by text message with other employees and Employer's district manager regarding work-related matters, all without reimbursement. Employee was further required to bear the cost of laundering her company-logo uniforms and to use her personal vehicle to travel between Employer's store locations, without reimbursement for mileage or related expenses.

Employer knew or should have known of its obligation to reimburse Employee and other aggrieved employees for these necessary business expenditures, yet failed to do so, in 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).

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. Although Employee clocked out for meal periods, she was frequently interrupted and called back to work during those periods, such that she was not relieved of all duty. On shifts in excess of ten (10) hours, Employee did not receive a second meal period.

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 the required meal and rest periods must be "off-duty," which means that employees must be relieved of "all work-related duties" and must be "free from employer control" over how they "spend their time." 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. See Brinker Rest. Corp. v. Superior Court (2012) 53 Cal.4th 1004, 1040.

On July 15, 2021, the California Supreme Court issued its decision in Ferra v. Loews Hollywood Hotel, LLC (2021) 11 Cal.5th 858, holding that employers must pay premium payments to employees for missed meal, rest, and recovery breaks at the employee's "regular rate of pay" instead of their base hourly rate.

Employer knew or should have known that, as a result of its policies and/or practices, Employee and other aggrieved employees were not actually relieved of all duties to take timely, uninterrupted meal periods of not less than thirty (30) minutes, and failed to 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).

<u>Failure to Provide Compliant Rest Periods</u>

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 for each work day 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. Employee's rest breaks were often not provided at all, were cut short, or were otherwise interrupted, and Employee and other aggrieved employees were not permitted to leave Employer's premises during rest periods. On shifts of ten (10) hours or more, Employee did not receive a third rest period.

Employer has engaged in a company-wide practice and/or policy of not authorizing or permitting compliant rest periods and not paying all rest period premiums owed. Accordingly, Employer failed to authorize and permit 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 Provide Suitable Seating

Labor Code § 1198 and the applicable IWC Wage Order require employers to provide suitable seats for employees when the nature of the work reasonably permits the use of seats, and, where seats are not so provided, require employers to permit employees to use seats when it does not interfere with the performance of their duties. See Kilby v. CVS Pharmacy, Inc. (2016) 63 Cal.4th 1, 17-27.

During the Relevant Time Period, Employee regularly worked at Employer's drive-thru window, performing tasks that, upon information and belief, reasonably permitted the use of a seat. Employer failed to provide Employee with a suitable seat at this workstation and failed to permit Employee to use a seat, in violation of Labor Code § 1198 and the applicable IWC Wage Order. 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 Wages During Employment

California Labor Code § 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned between the 16th and the last day, inclusive, of any calendar month are due and payable between the 1st and the 10th day of the following month.

During the Relevant Time Period, Employer willfully failed to pay Employee and other aggrieved employees all wages due, including but not limited to wages for off-the-clock work and meal and rest period premiums, within the time periods specified by Labor Code § 204. Employee and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code §§ 210, 2699(a), (f)-(g).

Failure to Timely Pay Final Wages Upon Termination

Employee Flores gave Employer notice of her intent to resign effective August 17, 2025. Notwithstanding this notice, Employer discharged Employee on or about August 8, 2025. 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.

Employer did not pay Employee her final wages at the time of her discharge. Employee's final paycheck was not made available until on or about August 14, 2025, when it was sent to

Employer's Sun Valley location, and Employee did not receive her final paycheck until she picked it up on August 16, 2025, eight (8) days after her discharge.

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. Employer willfully failed to pay Employee and other aggrieved employees the earned and unpaid wages set forth above, including but not limited to unpaid wages for off-the-clock work and unpaid meal and rest period premiums, either at the time of discharge or within seventy-two (72) hours of leaving Employer's employ. 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).

<u>Failure to Provide Accurate, Itemized Wage Statements</u>

Labor Code § 226(a) requires employers to make, keep, and provide true, accurate, and complete wage records. Employer has not provided Employee and other aggrieved employees with properly itemized wage statements. During the Relevant Time Period, Employer knowingly and intentionally provided Employee and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. Because Employer did not record all hours actually worked, including off-the-clock work, and failed to pay meal and rest period premiums owed, Employer's wage statements fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period.

Employer violated Labor Code §§ 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9). Because Employer did not record the time Employee and other aggrieved employees spent working off the clock, and failed to pay meal and rest period premiums, Employer did not list the correct amount of gross wages and net wages earned in compliance with §§ 226(a)(1) and 226(a)(5), respectively. For the same reason, Employer failed to accurately list the total number of hours worked, in violation of § 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period, in violation of § 226(a)(9).

As a result of Employer's failure to keep accurate records, Employee and other aggrieved employees suffered injuries in the form of confusion over whether they received all wages owed to them, and difficulty and expense in reconstructing pay records, in addition to other injuries which may come to light during the discovery process. 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).

<u>Conclusion</u>

Enclosed please find a copy of the class action complaint being filed concurrently in the Superior Court for the State of California, County of Los Angeles. Employee respectfully requests that the LWDA notify this office within sixty (60) days if it wishes to investigate this matter further. A copy 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

Enclosure, as stated above.

cc: SUN GIR, INC.
ALEX KALINSKY, Individual
1 CENTERPOINTE DR SUITE 400
LA PALMA, CA 90623
REGISTERED AGENT FOR SERVICE OF PROCESS FOR SUN GIR, INC.