

July 15, 2026

PAGA NOTICE FILED ELECTRONICALLY

Re: PAGA Notice Letter on Behalf of DAMIAN JONES and Aggrieved
Employees Under California Labor Code section 2699.3

Via Certified Mail Return Receipt Requested:

WAYFAIR, LLC
4 COPLEY PLACE
BOSTON, MA 02116
(CMRR Tracking #
9414809898643583267538)

WAYFAIR, LLC
c/o C T CORPORATION SYSTEM
330 N. BRAND BLVD.
SUITE 700
GLENDALE, CA 91203
(CMRR Tracking #
9414809898643583267620)

To Whom It May Concern:

This letter shall constitute notice under Labor Code section 2699.3 (hereinafter “PAGA Notice”). The \$75 filing fee for the PAGA Notice was paid online by credit card at the time this PAGA Notice was submitted electronically to the Department of Industrial Relations.

This PAGA Notice concerns DAMIAN JONES’ (“Employee”) employment with Employee’s former employer: Wayfair, LLC (“Employer”). Employee was a non-exempt hourly employee and worked for Employer as a forklift operator at, without limitation, 3300 Indian Avenue, Perris, California. Employee worked for Employer from approximately November of 2025 through approximately February of 2026. Employee’s duties included, but were not limited to, picking and selecting orders in the warehouse.

Employee seeks to represent all “Aggrieved Employees” that worked for Employer during the PAGA Period. The “PAGA Period” covers the three years preceding the date this letter was initially submitted to the LWDA and continues past that date into perpetuity. Specifically, in connection with any alleged claims for violations of Labor Code sections 200, 201, 202, 203, 204, 210, 221, 223, 226, 226.3, 245, 246, 432, 1197.5, 1198, 1198.5, Employee seeks to represent *all* employees that worked for Employer during the PAGA Period. On all other claims mentioned herein, Employee seeks to represent only non-exempt employees that worked for Employer during the PAGA Period. Collectively, these employees are referred to herein as “Aggrieved Employees.”

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Unpaid Minimum and Overtime Wages:

Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of failing to compensate Employee and other Aggrieved Employees for all hours worked at the proper rates of pay. Employer knew, or should have known, that Employee and Aggrieved Employees were entitled to receive wages for all time worked, including regular, overtime, and double times wages, yet failed to pay Employee and Aggrieved Employees all wages owed for work that was required to be performed.

Employee is informed and believes, and based thereon alleges, that Employer maintains a practice or policy of failing to track all minutes actually worked by Employee and Aggrieved Employees by engaging, suffering, or permitting Aggrieved Employees to work off the clock. Specifically, Employer engaged, suffered, or permitted Aggrieved Employees to work off the clock, including, without limitation, by requiring Employee and other Aggrieved Employees to suffer under Employer's control by waiting in long lines to clock in due to the fact there were limited time clocks and multiple employees clocking in at once as well as issues with the finger scan; and to go through security screenings off the clock. For example, Employee had to go through a security check where Employer checked employees' badges both before and after his shifts. Additionally, the time clocks required a finger scan which occasionally malfunctioned and caused a longer wait to clock in.

In addition, Employer failed to include all forms of remuneration, including non-discretionary bonuses such as retention bonuses, shift premiums, and other forms of remuneration into the regular rate of pay during pay periods where overtime was worked. For example, Employee's offer letter states that employees can receive \$2.00 per shift premium. Additionally, Employee received a retention bonus shortly after he was hired.

Given Employee personally suffered these violations of the minimum wage and overtime laws (including sick pay and premium pay laws as it pertains to regular rate), Employee also seeks to represent Aggrieved Employees in connection with other violations of the minimum wage and overtime laws, if any of these should be found. As such, Employee is informed and believes, and based thereon alleges, that Employer violated, without limitation, Labor Code sections 223, 246, 510, 1197, 1198, 1182.12, and applicable Wage Orders based on its continued failure to pay minimum and overtime wages for all hours worked. Thus, Employee and other Aggrieved Employees are entitled to actual and liquidated damages under, without limitation, Labor Code sections 1194, 1194.2, and 1198. Employee is further informed and believes, and based thereon alleges, that Employer's conduct was malicious, fraudulent, or oppressive. Thus, Employer is liable for civil penalties pursuant to Labor Code sections 210, 558, 1197.1, 1199 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee is further informed and believes, and based thereon alleges, that Employer's conduct was malicious, fraudulent, and/or oppressive, making Employer subject to heightened civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Non-Compliant Rest Periods:

Employee is informed and believes, and based thereon alleges, that Employer maintains policies or practices of compelling Employee and other Aggrieved Employees to work over four-hour periods (or major fractions thereof) without authorizing and permitting Employee and other Aggrieved Employees to take uninterrupted, timely, and complete ten-minute rest periods in which the Aggrieved Employees are completely relieved of all of their duties, including, without limitation, not allowing employees to leave the premises during breaks. Given Employee personally suffered these violations of the rest period laws, Employee also seeks to represent Aggrieved Employees in connection with other violations of the rest period laws, including potential violations for unprovided rest periods, short rest periods, rest periods where Aggrieved Employees are required to clock-out, and rest periods for which Aggrieved Employees were not relieved of all duties, if any of these should be found. Employee is informed and believes, and based thereon alleges, that Employer violated the applicable Wage Order(s) each day for each Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed one hour of premium pay at their regular rate of pay for each day worked during the PAGA Period under Labor Code section 226.7. Employee is informed and believes that those premium payments under Labor Code section 226.7 were not made for these non-compliant rest periods, either at all or at the proper regular rate of pay, in violation of Labor Code sections 226.7 and 1198. Employer would thus be liable for civil penalties pursuant to Labor Code sections 210, 558, 1199 and 2699 for both failing to authorize the taking of compliant rest periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee is further informed and believes, and based thereon alleges, that Employer's conduct was malicious, fraudulent, and/or oppressive, making Employer subject to heightened civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Inaccurate and Inadequate Recordkeeping Practices:

In addition to the above, Employee is informed and believes, and based thereon alleges, that Employer failed and continues to fail to keep adequate or accurate time records including wage statements and similar payroll documents under Labor Code section 226, documents signed to obtain or hold employment under Labor Code section 432, personnel records under Labor Code section 1198.5, time records under Labor Code section 1174, making it difficult for Employee and other aggrieved employees to calculate their unpaid wages and/or premium payments. Employer also failed to provide all documents requested by Employee April 14, 2026, in violation of these Labor Code sections, including but not limited to time records in violation of Labor Code section 1174. Employee and the Aggrieved Employees personally suffered these violations, which in turn entitles Employee and other Aggrieved Employees to penalties prescribed by Labor Code sections 226 and 1198.5. Employer would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5, 1199, and 2699. Employee is further informed and believes, and based thereon alleges, that Employer's conduct was malicious, fraudulent, and/or oppressive, making Employer subject to heightened civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Inaccurate Itemized Wage Statements:

Both independently and as a result of, among other things, Employer's herein-described policies or practices, Employer also intentionally failed and continues to fail to furnish Employee and Aggrieved Employees with itemized wage statements that accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code sections 226, and 1198 each day for each Aggrieved Employee during the PAGA Period. Employee and each Aggrieved Employee personally suffered these violations and was owed penalties under Labor Code section 226 for each pay period worked during the PAGA Period. However, Employee is informed and believes that those penalties under Labor Code section 226 were not paid for these violations of Labor Code sections 226. Employer would thus be liable for civil penalties pursuant to Labor Code sections 226.3, 558, 1199, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee is further informed and believes, and based thereon alleges, that Employer's conduct was malicious, fraudulent, and/or oppressive, making Employer subject to heightened civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Failure to Timely Pay Employees at Time of Separation:

Employee is informed and believes, and based thereon alleges, that Employer, both independently and for the reasons stated above, also willfully and/or intentionally failed and refused, and continues to fail and refuse, to timely pay all compensation owed to Employee and other terminated or resigned Aggrieved Employees, including but not limited to, all overtime wages owed, all minimum wages owed, and all premium pay owed. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code sections 201, 202, 203, and 1198 each pay period for each Aggrieved Employee during the PAGA Period. Employee and each Aggrieved Employee personally suffered these violations and was owed penalties under Labor Code section 203 for each pay period worked during the PAGA Period. Employee is further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. As such, Employer would also be liable for civil penalties pursuant to Labor Code sections 558, 1199 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(j). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii). Employee is further informed and believes, and based thereon alleges, that Employer's conduct was malicious, fraudulent, and/or oppressive, making Employer subject to heightened civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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Failure to Reimburse Employees:

Employee is informed and believes, and based thereon alleges, that Employer also failed and refused, and continues to fail and refuse, to reimburse Employee and other Aggrieved Employees, for their costs incurred for use of personal cellular phone for work purposes, as required by Labor Code sections 2800 and 2802, and other statutory and common law offenses. As a result, Employee and other Aggrieved Employees have personally suffered these violations and Employer is liable to reimburse Employee and other Aggrieved Employees for the costs incurred in furtherance of work duties. In addition, Employer would be liable for civil penalties pursuant to Labor Code sections 558, 1199 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee is further informed and believes, and based thereon alleges, that Employer's conduct was malicious, fraudulent, and/or oppressive making Employer subject to heightened civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii)

Failure to Comply with Sick Pay Laws:

Employee is further informed and believes, and based thereon alleges, that Employer has or had a policy or practice of failing to provide Employee and other Aggrieved Employees with all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave required to be provided pursuant to California and local laws. Employee is further informed and believes that the sick pay was not provided at the proper regular of pay as required under California law due to failure to properly calculate the regular rate. Employee is additionally informed and believes that the notice requirement of Labor Code section 221, 223, 233, 234, 245 and 246 involves a mandatory payroll or workplace injury reporting. Employee is thus informed and believes that Employer violated these Labor Code sections, as well as Labor Code section 1198. Employee and other Aggrieved Employees have personally suffered violations under these sections and Employer would be liable for civil penalties for violation of the paid sick leave regulations under Labor Code sections 1198 and 2699. Employee is further informed and believes, and based thereon alleges, that Employer's conduct was malicious, fraudulent, and/or oppressive, making Employer subject to heightened civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Failure to Timely Pay All Wages Owed:

Employee is informed and believes, and based thereon alleges, that Employer had and has a policy or practice of failing to pay Employee and Aggrieved Employees their wages in accordance with Labor Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 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." Employee is informed and believes and based thereon alleges that Employer did not and does not pay Employee and other Aggrieved Employees every day and every workweek in accordance with Labor Code sections 204 and 1198 due to, among other things, the

violations set forth above, the derivative nature of which is an implicit consequence of the rationale in *Camp v. Home Depot USA, Inc.* (2022) 84 Cal.App.5th 638. As such, Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code section 204. Employee and other Aggrieved Employees have personally suffered these violations. Thus, Employer would be liable for civil penalties pursuant to Labor Code sections 210, 558, 1199 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee is further informed and believes, and based thereon alleges, that Employer's conduct was malicious, fraudulent, and/or oppressive, making Employer subject to heightened civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Violation of Warehouse Quota Laws:

Employee is informed and believes, and based thereon alleges, that Employer knew or should have known it imposed systematic quota and production demands on Employee and other Aggrieved Employees which violated the rights of Employee and Aggrieved Employees under Labor Code sections 2100, *et seq.* Specifically, Employee is informed and believes, and based thereon alleges, that Employer had a duty to ensure its production demands/quotas did not prevent Employee and Aggrieved Employees from complying with laws pertaining to rest periods, bathroom breaks (including, without limitation, reasonable travel time to and from bathroom facilities), and/or exposing them to safety or Occupational Safety and Health Administration ("OSHA") hazards. Employer is a "covered employer" and its warehouse employees are "covered employees."

Employer implements quotas as defined in Labor Code section 2100, subdivision (h) and subjects Employee and Aggrieved Employees to adverse employment actions as defined in Labor Code section 2102. Furthermore, Employer did not provide to Employee and Aggrieved Employees a written description of each quota that was applicable to Employee and Aggrieved Employees; maintained secret (undisclosed) quotas; and failed to provide written disclosures each and every time quotas changed either seasonally, daily, hourly, weekly and/or monthly. This includes the number of tasks to be performed or materials that must be produced or handled within a time period, and any potential adverse employment action that could result from failing to meet the quota. This information has not been given by Employer to Employee and Aggrieved Employees, including when hired. Additionally, Employer changed the "quota" regularly without notice, as often as per pay period. Employer was also required to provide a new written quota disclosure each and every time the quota changed and failed to do so since the Notice was provided. Employer failed to produce Employee's written quota disclosure upon written request pursuant to Labor Code sections 2100 through 2112, and failed to provide written disclosures to Employee and Aggrieved Employees, including new hires, since January 1, 2022, as well as to current employees each time the quota changed. Employer had and has a policy and practice of taking adverse employment action against Employee and Aggrieved Employees for failing to meet a quota that does not allow Employee and Aggrieved Employees to comply with rest periods, or occupational health and safety laws in the Labor Code or Division Standards, or for failure to meet a quota that has not been disclosed to Employee and Aggrieved Employees pursuant to Labor Code section 2101. Employer thus violated Labor Code sections 2100 through 2112. Employee and the Aggrieved Employees personally suffered these violations. Thus, Employer would also be liable

for civil penalties pursuant to Labor Code sections 226, 558, 1174.5, 1695.55, 1198.5, 1199 and 2699. Employee is further informed and believes, and based thereon alleges, that Employer's conduct was malicious, fraudulent, and/or oppressive, making Employer subject to heightened civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

To the extent Employer previously used the notice and cure provision of Labor Code section 2699.3 within the last twelve months, under section 2699.3(d), Employer is not eligible to cure the violations discussed herein under section 2699.3 or otherwise use the early evaluation conference process pursuant to section 2699.3(f).

In the event that Employer is determined to have satisfied sections 2699(g), 2699(h), or otherwise 2699(d)(1), Employer is also, in the alternative, liable for civil penalties pursuant to Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

In the event that Employer is determined to have, prior to this notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from Employee or his/her counsel, adequately taken all reasonable steps to be in compliance with all provisions identified in this notice, Employer is still liable for civil penalties pursuant to section 2699(g)(1)-(3).

In the event that Employer is deemed to have adequately taken all reasonable steps to be in compliance with all provisions identified in this notice within 60 days of receiving this notice, Employer is still liable for civil penalties pursuant to Labor Code section 2699(h)(1)-(3).

If the LWDA or a court issued a finding or determination to the Employer within five (5) years of any of violations described above, that Employer's policy or practice giving rise to such violations was unlawful, Employer would be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3), and is **not** eligible for reduced penalties under either Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the serving of this notice. Regardless, as set forth above, Employee alleges Employer's conduct giving rise to the violations as detailed herein was and is malicious, fraudulent, and/or oppressive, particularly given, among other reasons, Employer has been sued for these violations in the past. Thus, Employer is additionally subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and, per Labor Code sections 2699(g)(3) and 2699(h)(3), is **not** eligible for reduced penalties for remedying violations either prior to or after the Employer's receipt of this notice.

Pursuant to Labor Code section 2699.3, subdivisions (a)(2)(A), (c)(1)(D)-(E), and/or (c)(2)(A)-(B), please advise within sixty-five (65) calendar days of the postmarked date of this notice whether the LWDA intends to investigate the violations alleged above. Our office understands that if we do not receive a response within sixty-five (65) calendar days of the postmark date of this PAGA Notice that the LWDA intends to investigate these allegations, Employee may immediately thereafter file a civil complaint against Employer to allege causes of action for civil penalties or for injunctive relief under the Private Attorney General Act for the herein-described alleged violations of the Labor Code.

California Labor and Workforce Development Agency
July 15, 2026
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Very truly yours,

BIBIYAN LAW GROUP, P.C.

/s/ Jason Rothman

Jason Rothman

cc:

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