



A PROFESSIONAL LAW CORPORATION

WWW.GAINESLAWFIRM.COM

4550 EAST THOUSAND OAKS BOULEVARD, SUITE 100
WESTLAKE VILLAGE, CALIFORNIA 91362

PHONE (818) 703-8985
FAX (818) 703-8984

July 13, 2026

Via Certified Mail

Labor & Workforce Development Agency
By online submission

Performance Food Group, Inc.
12500 West Creek Parkway
Richmond, VA 23238

Defendant mailed certified # 9589071052702621448800

Agent for Service of Process for Performance Food Group, Inc.
National Registered Agents, Inc.
330 N. Brand Avenue, Suite 700
Glendale, CA 91203

Agent mailed certified # 9589071052702621448794

Re: ***Labor Code Violations of Performance Food Group, Inc. – Compliance Letter of California Labor Code § 2698 - Private Attorneys General Act***

Dear LWDA:

This office represents Nicholas Sisois, a former California employee of Performance Food Group, Inc. (“Defendant”). The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.*

Our client was employed by Defendant as a Senior Account Executive in Northern California. Defendant classified our client and other California employees as exempt from overtime and meal and rest periods including Senior Account Executives and other similarly situated employees (“Aggrieved Employees”). The facts and theories set forth below are based upon our client’s knowledge and information presently available and describe the California Labor Code violations our client alleges Defendant committed against him and other Aggrieved Employees.

Defendant misclassified our client and other Aggrieved Employees as exempt employees even though they did not satisfy the job duties or requirements of any applicable exemption under California law. For example, to the extent Defendant contends our client qualified for the outside sales exemption, our client did not satisfy the requirements of the exemption because he regularly spent the majority of his working time performing non-exempt work rather than making sales in the field. He routinely worked approximately three days each week in Defendant’s office for approximately nine hours per day and was not engaged in outside sales activities for more than one-half of his working time. Our client regularly worked approximately fifty to sixty (50-60) hours per week without receiving overtime compensation. As a result of this misclassification,

when our client and other Aggrieved Employees worked in excess of eight (8) hours in a workday or forty (40) hours in a workweek, Defendant failed to pay overtime wages at one and one-half times the regular rate of pay, and failed to pay double time for qualifying hours worked in excess of twelve (12) hours in a workday, in violation of Labor Code §§ 510, 558, and 1194 and IWC Wage Order No. 7-2001.

Defendant failed to provide legally compliant meal periods and failed to pay premium wages to our client and other Aggrieved Employees in violation of Labor Code §§ 226.7, 512, and 558 and IWC Wage Order No. 7-2001. Our client and other Aggrieved Employees regularly worked shifts exceeding five (5) hours, and frequently worked shifts exceeding ten (10) hours, but did not receive timely, uninterrupted, off-duty meal periods. Defendant did not establish designated or scheduled meal periods for Aggrieved Employees. Instead, because of the demands of the job and Defendant's expectation that its employees simply "get the work done," our client and other Aggrieved Employees frequently did not receive compliant meal periods, for which Defendant failed to pay premium wages as required by law.

Defendant likewise failed to authorize and permit compliant rest periods and failed to pay premium wages to our client and other Aggrieved Employees in violation of Labor Code § 226.7 and IWC Wage Order No. 7-2001. Our client and other Aggrieved Employees routinely worked shifts entitling them to paid rest periods, but because of the demands of their work, they frequently did not receive all legally compliant rest periods. Defendant failed to pay premium wages for such missed rest periods.

Defendant further failed to maintain accurate records of the actual hours worked by our client and other Aggrieved Employees, in violation of Labor Code § 1174(d) and IWC Wage Order No. 7-2001. Because Defendant classified Aggrieved Employees as exempt employees, it did not accurately record all hours worked, despite requiring Aggrieved Employees to regularly work in excess of eight (8) hours per day and forty (40) hours per week.

Defendant failed to provide our client and other Aggrieved Employees with wage statements that fully and accurately itemized the requirements set forth in Labor Code §§ 226(a) and 226.3. Because Defendant improperly classified Aggrieved Employees as exempt and failed to pay all wages due, the wage statements provided by Defendant failed to accurately state all gross wages earned, in violation of Labor Code §§ 226(a)(1) and 226.3, total hours worked, in violation of Labor Code §§ 226(a)(2) and 226.3, net wages earned, in violation of Labor Code §§ 226(a)(5) and 226.3, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked, in violation of Labor Code §§ 226(a)(9) and 226.3.

Defendant failed to timely pay our client and other Aggrieved Employees whose employment ended all wages due upon separation of employment based on the time frames required by Labor Code §§ 201 and 202. As stated above, Defendant failed to pay all overtime wages and premium wages earned during the course of employment. As a result, our client and other Aggrieved

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Employees whose employment has ended were not timely paid all wages due at the time of separation.

The \$75 PAGA filing fee has been submitted to the LWDA concurrently with the transmission of this letter.

We invite Defendant or its attorney to contact our office to discuss this matter, including whether an early resolution of the claims can be reached.

Our office awaits your response.

Very truly yours,

GAINES & GAINES
A Professional Law Corporation

By: *Daniel F. Gaines*
DANIEL F. GAINES