



July 2, 2026

VIA ONLINE SUBMISSION

California Labor and Workforce Development Agency
Private Attorneys General Act – Filing

VIA CERTIFIED MAIL

Nancie Brown & Associates, Inc.
Attn: Nancie Brown
11566 McDonald Street
Culver City, CA 90230

**Re: *Luis A. Dominguez Castro v. Nancie Brown & Associates, Inc.*
 PAGA Notice**

Dear California Labor and Workforce Development Agency and Nancie Brown & Associates, Inc.:

Please be advised that Aris LLP represents the interests of Luis A. Dominguez Castro (“Claimant”). The purpose of this correspondence is to inform you that Claimant intends to seek penalties and injunctive relief, on behalf of himself and all other aggrieved employees, against his former employer Nancie Brown & Associates, Inc., including, but not limited to, any of its former and present directors, officers, shareholders, owners, members, predecessors, successors, assigns, parent corporations, subsidiaries, divisions, affiliates, partners, agents, and affiliated and/or merged entities (“Nancie Brown”) pursuant to the Private Attorneys General Act of 2004 (“PAGA”), Labor Code Sections 2698 *et seq.* This correspondence serves as Claimant’s written notice by online filing with the Labor and Workforce Development Agency (“LWDA”) and by certified mail to the employer(s) of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations, as required by Labor Code Section 2699.3(a)(1).

Specific Provisions of the Labor Code Alleged to Have Been Violated

The specific provisions of the Labor Code alleged to have been violated are as follows: Labor Code Sections 201, 202, 203, 204, 206, 210, 221-224, 226, 226.3, 226.7, 256, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2441, 2800, 2802, and 2804.

Facts and Theories Supporting the Alleged Violations

Nancie Brown employed Claimant as a non-exempt hourly employee in California within

the past year. Claimant's job duties included general cleaning, washing windows, pressure washing patios, and vacuuming, among other things. Nancie Brown employed and/or currently employs other aggrieved employees in California. The aggrieved employees consist of all non-exempt employees employed by Nancie Brown during the "PAGA Period," which is defined as one (1) year prior to the submission of this letter to the LWDA and certified mailing to Nancie Brown to the present.

During the PAGA Period, Nancie Brown failed to pay Claimant and other aggrieved employees minimum, regular, overtime, and double-time wages for all hours worked at the legally mandated rates. During the PAGA Period, Claimant and aggrieved employees regularly worked more than eight (8) hours per workday, more than forty (40) hours per workweek, and sometimes seven (7) consecutive days in a workweek. Nancie Brown required Claimant and aggrieved employees to perform compensable work off-the-clock without pay, including work-related phone calls and text messages from Nancie Brown's supervisors, working past their scheduled end time, and time spent traveling between worksites during the workday. Nancie Brown also failed to pay double-time wages at the correct rates when Claimant and aggrieved employees worked over 12 hours in a workday and/or over 8 hours on the seventh consecutive day of work. Since Nancie Brown did not provide Claimant and aggrieved employees with the ability to track their hours worked, Nancie Brown's supervisors rounded Claimant and aggrieved employees' time worked to the employees' detriment. Thus, Nancie Brown failed to properly record Claimant and other aggrieved employees' time worked, resulting in the underpayment of wages. Nancie Brown also failed to pay reporting time pay when Claimant and aggrieved employees reported to work and were sent home due to scheduling errors by Nancie Brown's supervisors. Further, Nancie Brown failed to include bonuses and other incentive pay paid to Claimant and aggrieved employees in the regular rate of pay for purposes of calculating overtime compensation and sick pay. As such, Nancie Brown failed to pay Claimant and other aggrieved employees minimum, straight time, overtime, and double-time wages for all hours worked, in violation of Labor Code Sections 204, 206, 210, 510, 558, 1194, 1197, 1197.1, and 1198 and the applicable IWC Wage Orders.

During the PAGA Period, Nancie Brown made unlawful deductions from Claimant and other aggrieved employees' wages. Specifically, Nancie Brown deducted amounts from Claimant and other aggrieved employees' earned wages to cover the costs of lost supplies, such as sponges. As such, Nancie Brown violated Labor Code Sections 221-224.

During the PAGA Period, Nancie Brown failed to provide timely off-duty 30-minute meal periods within the appropriate time intervals to Claimant and other aggrieved employees as required by Labor Code Section 512 and Section 11 of the applicable Wage Order. Specifically, Claimant and aggrieved employees had their meal periods missed, late, interrupted, rounded, shortened, automatically deducted, on-duty, and/or restricted to the worksite due to Nancie Brown's work demands, understaffing, policies, and practices. Claimant and aggrieved employees were required to remain at residential worksites during meal periods and were denied requests to leave the worksite to obtain food. Claimant and aggrieved employees also had their meal periods regularly interrupted with work questions or tasks that required cutting their meal periods short and returning to work. Moreover, upon information and belief, Nancie Brown automatically deducted and/or rounded the start and end times for Claimant and other aggrieved employees' meal periods, regardless of whether or not a compliant meal period was taken. Further, Nancie Brown

failed to provide Claimant and aggrieved employees with potable water, causing Claimant and aggrieved employees to spend time obtaining potable water during their purported meal periods. Nancie Brown also failed to provide second meal periods when Claimant and aggrieved employees worked shifts of more than ten (10) hours. Nancie Brown further failed to compensate Claimant and other aggrieved employees with an additional hour of pay at their regular rate for every day in which they suffered a meal period violation. Accordingly, Nancie Brown failed to provide Claimant and other aggrieved employees with timely, uninterrupted off-duty meal periods for at least 30 minutes when they worked more than five (5) hours in a workday, failed to provide second meal periods when they worked more than ten (10) hours in a workday, and failed to compensate Claimant and other aggrieved employees with an additional hour of pay at their regular rate of pay for every day in which they were denied a compliant meal period, in violation of Labor Code Sections 226.7, 512 and 2441, and the applicable Industrial Welfare Commission (“IWC”) Wage Orders.

During the PAGA Period, Nancie Brown failed to authorize or permit 10-minute rest periods for every four (4) hours worked or major fraction thereof. Specifically, Nancie Brown failed to authorize and permit Claimant and aggrieved employees to take net 10-minute rest periods due to its excessive work demands, understaffing, policies, and practices as mentioned above. Nancie Brown’s supervisors prioritized completing work tasks as quickly as possible and thus did not permit Claimant and aggrieved employees to take rest breaks. Thus, Claimant and aggrieved employees regularly had their rest breaks missed, shortened, late, on-duty, restricted to the worksite, and/or interrupted. Nancie Brown also failed to provide a third rest period when Claimant and other aggrieved employees worked shifts of more than ten (10) hours. Nancie Brown further prohibited Claimant and aggrieved employees from taking recovery periods when they worked outdoors in hot weather. Nancie Brown also failed to compensate Claimant and other aggrieved employees with an additional hour of pay at their regular rate for every day in which they suffered a rest period violation. Accordingly, Nancie Brown violated Labor Code Sections 226.7 and the applicable IWC Wage Orders.

During the PAGA Period, Nancie Brown failed to reimburse Claimant and other aggrieved employees for all business expenses incurred for Nancie Brown’s benefit. Specifically, Nancie Brown required Claimant and aggrieved employees to use their personal cell phones for work-related calls and text messages concerning scheduling and work assignments, but failed to reimburse them for their reasonable cell phone expenses. Nancie Brown also required Claimant and aggrieved employees to use their personal vehicles to travel between worksites during the workday, but failed to reimburse them for mileage and wear and tear on their vehicles. Nancie Brown required Claimant and aggrieved employees to wear uniforms bearing Nancie Brown’s logo and to separately wash and maintain those uniforms without reimbursement. Nancie Brown also required Claimant and aggrieved employees to cover the costs of lost supplies, such as sponges. Accordingly, Nancie Brown violated Labor Code Sections 2800, 2802 and 2804.

As a result of, and in addition to, the aforementioned Labor Code violations, Nancie Brown failed to provide accurate itemized wage statements that accurately reported, among other things, the gross and net wages earned, the total hours worked, all applicable hourly rates in effect during the pay period, and the corresponding number of hours worked at each hourly rate, and meal and rest period premiums owed. As a result, Nancie Brown violated Labor Code Sections 226 and

226.3. Similarly, Nancie Brown failed to maintain accurate and complete records showing the hours worked daily by and the wages paid to Claimant and the aggrieved employees due to the same violations referenced above. Consequently, Nancie Brown violated Labor Code Sections 1174 and 1174.5.

As a result of, and in addition to, the above referenced Labor Code violations, Nancie Brown failed to timely pay all wages owed throughout Claimant and the aggrieved employees' employment and following the end of the aggrieved employees' employment including minimum, regular, overtime, and double overtime wages, meal and rest period premiums, and reimbursements among other things. Accordingly, Nancie Brown violated Labor Code Sections 201-204, 210, and 256.

Based on these violations, Claimant will seek attorneys' fees, costs, penalties, and injunctive relief under the Labor Code on behalf of himself and all other aggrieved employees who were employed by Nancie Brown during the PAGA Period. Please advise if the Labor and Workforce Development Agency has any objection to Claimant including PAGA claims in a lawsuit against Nancie Brown.

Should you have any questions, comments, or concerns, please do not hesitate to contact the undersigned.

Sincerely,



Daniel J. Hyun

CC: Shelly Song, Esq.