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April 18, 2024

VIA ON-LINE FILING WITH LWDA AND CERTIFIED MAIL TO EMPLOYER

California Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
PAGA@dir.ca.gov

Re: Thomas, Terell v. Huntington Beach Harley-Davidson, et al.

To Whom It May Concern:

This correspondence shall constitute written notice under Labor Code § 2699.3 of the claims asserted individually and on behalf of all aggrieved employees (“Aggrieved Employees”), against MOD Enterprises, Inc. and Huntington Beach Harley-Davidson (collectively referred to as the “Company”). I allege, on behalf of myself and Aggrieved Employees that:

1. The Company violated Labor Code §§510, 558, and 1194 by failing to correctly calculate the regular rate of pay by not including all non-discretionary remuneration in the regular rate of pay, including without limitation, SPIFF earnings and bonuses. Specifically, I and other employees were routinely paid SPIFF and bonuses, but whenever overtime was also paid during the same pay period, the overtime rate of pay was not properly calculated to include SPIFF and bonuses into the regular rate of pay. Instead, overtime wages were paid at 1.5 times the base rate of pay. Further as a result of such violations, the Company violated Labor Code §§ 201-203 by not paying employees all of their wages upon separation of employment due to the unpaid overtime wages and Labor Code § 226(a) as the rates of pay and net/gross wages earned shown on the wage statements were inaccurate due to the proper overtime pay set forth above.

2. The Company violated Labor Code §226.7 by failing to provide me and other employees with a proper meal breaks for all shifts worked over 5 hours. Specifically, the Company did not provide me and aggrieved employees with the opportunity to take a duty-free 30 minute meal break within the first five (5) hours of work for shifts over 5 hours. Similarly, me and other aggrieved employees were not provided with a second duty-free 30 minute meal break for shifts over 10 hours of work. Further, on the occasions that the Company paid me and aggrieved employees our meal break premium wages, the Company failed to pay the meal break premium wages at the regular rate of pay which factored in all of our non-discretionary

remuneration, including, but not limited to SPIFF earnings or bonuses. Instead, the Company paid our meal break premium wages at the base rate of pay.

Despite the foregoing, the Company failed to pay me and the other employees any premium wages for the missed meal breaks, in violation of Labor Code §226.7. Further as a result of such violations, the Company violated Labor Code §§ 201-203 by not paying employees all of their wages upon separation of employment due to the unpaid meal premium wages and Labor Code § 226(a) as the rates of pay and net/gross wages earned shown on the wage statements were inaccurate due to the meal break violations set forth above.

3. The Company violated Labor Code §226.7 by not authorizing and permitting a duty-free 10-minute rest period for every 4 hours worked, or major fraction thereof, to me and other similarly situated non-exempt aggrieved employees, nor paying the requisite rest period premium pay of an additional hour of wages. Further, on the occasions that the Company paid me and aggrieved employees our rest break premium wages, the Company failed to pay the rest break premium wages at the regular rate of pay which factored in all of our non-discretionary remuneration, including, but not limited to SPIFF earnings or bonuses. Instead, the Company paid our meal break premium wages at the base rate of pay.

Further as a result of such violations, the Company violated Labor Code §§ 201-203 by not paying employees all of their wages upon separation of employment due to the unpaid rest premium wages and Labor Code § 226(a) as the rates of pay and net/gross wages earned shown on the wage statements were inaccurate due to the rest break violations set forth above.

4. As a separate and independent basis, the Company violated Labor Code §226(a) by failing to identify the legal name of the employer and address. Specifically, while the wage statements identified Huntington Beach Harley-Davidson as the employer, no such company is registered with the State of California Secretary of State. Further, the wage statements issued by the Company to its employees failed to identify the legal address of the employer. Instead, the address identified on the wage statements for the legal employer was an address for the payroll processing company.

5. The Company violated Labor Code §2810.5 by failing to provide a notice that properly identified the legal name and address of the employer.

The address for the Company is as follows:

MOD Enterprises, Inc.
1701 E. Lambert Road A
La Habra, CA 90631

Huntington Beach Harley-Davidson
15080 Goldenwest Cir.
Westminster, CA 92683

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Please contact my attorney Edward W. Choi at the above address/phone number if you have any questions regarding this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Terell Thomas', with a stylized, cursive script.

Terell Thomas

Cc: MOD Enterprises, Inc. (via certified mail)
Huntington Beach Harley-Davidson (via certified mail)