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June 11, 2024

VIA ONLINE FILING

Labor and Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, CA 95814
PAGAFilings@dir.ca.gov

RE: *Mitchell Williams v. DNA Logistics LLC*

Dear Representative:

This office represents Mitchell Williams (“**Mr. Williams**” or “**Employee**”) with respect to his claims under the California Labor Code against DNA Logistics LLC (“**Employer**”).

Employee was employed by Employer as a non-exempt Medical Transporter employee from approximately August 31, 2023 through approximately January 13, 2024. Throughout his employment with Employer, Employee’s duties included driving to/from/between assigned client sites to pick-up, transport, and drop-off clients.

Employee is informed that Employer is in the business of providing non-emergency medical transportation services to clients across various cities in Contra Costa County. Employer bills itself as a leading Non-Emergency Medical Transportation company with a 98% punctuality rate within a 10-minute window, and providing services for complex journeys including “early mornings, long distance trips, last minute additions” and availability “on weekends, and a 24/7 call option.” Employee is informed and believes, and based thereon alleges, that Employer has employed and continues to employ non-exempt employees, including non-emergency Medical Transporters, to provide such services.

Employee intends to seek penalties for violations of the California Labor Code which are recoverable under California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 (“**PAGA**”). Employee is seeking penalties on behalf of the State of California and aggrieved non-exempt hourly employees of Employer in the State of California during the one year immediately preceding the filing of this complaint through the present date

(“**Aggrieved Employees**”). This letter is being sent in compliance with California Labor Code section 2699.3.

Employee regularly worked Monday through Saturday during shifts that generally started at approximately 3:00 a.m. – 4:00 a.m. and generally ended between approximately 5:00 p.m. and 6:00 p.m., and sometimes even later. Employee often worked more than eight hours in a day and/or 40 hours in a workweek.

As outlined below and throughout this complaint, Employer violated several of California’s wage and hour laws during Employee’s employment.

1. MINIMUM WAGE VIOLATION

Employer failed to pay the applicable California minimum wage to Employee and Aggrieved Employees for all hours worked. During the applicable statute of limitations period, Employer subjected Employee and Aggrieved Employees to control during their initial travel from their homes to their first assigned client locations at the start of their shifts (“Travel Time”) by requiring employees to use Employer’s vehicles (“Company Property”) exclusively to perform their job duties and to ensure that the Company Property was safe and not at risk of loss, damage, negligence, or theft at all times that Company Property was in employees’ possession (“Company Property Obligations”). The Company Property Obligations, and Employer’s restrictions on the use of the Company Property, limited Employee’s and, on information and belief, Aggrieved Employees’ ability to engage in personal pursuits. *Oliver v. Konica Minolta Business Solutions U.S.A., Inc.*, 51 Cal. App. 5th 1 (2020). Employer was thus required to compensate Employee and Aggrieved Employees for such Travel Time but failed to do so. This timekeeping and payroll policy/practice resulted in Employee and other Aggrieved Employees not being compensated for all hours worked.

Accordingly, Employer violated the applicable Wage Order, including but not limited to Wage Order 4; and California Labor Code §§ 204, 558, 1194, 1197 and 1198.

Employee and Aggrieved Employees will therefore seek PAGA default penalties; Wage Order penalties pursuant to paragraph (20)(A) of the applicable Wage Order, including but not limited to Wage Order 4; penalties pursuant to California Labor Code §§ 558, 558.1 1197.1, and 1199; compensation pursuant to Labor Code Section 1194 and attorney’s fees and costs.

2. OVERTIME WAGE VIOLATIONS

Employer failed to pay overtime wages to Employee and Aggrieved Employees for all overtime hours worked. During the applicable statute of limitations period, Employer

subjected Employee and Aggrieved Employees to control during their initial travel from their homes to their first assigned client locations at the start of their shifts (“Travel Time”) by requiring employees to use Employer’s vehicles (“Company Property”) exclusively to perform their job duties and to ensure that the Company Property was safe and not at risk of loss, damage, negligence, or theft at all times that Company Property was in employees’ possession (“Company Property Obligations”). The Company Property Obligations, and Employer’s restrictions on the use of the Company Property, limited Employee’s and, on information and belief, Aggrieved Employees’ ability to engage in personal pursuits. *Oliver v. Konica Minolta Business Solutions U.S.A., Inc.*, 51 Cal. App. 5th 1 (2020). Employer was thus required to compensate Employee and Aggrieved Employees for such Travel Time but failed to do so. This timekeeping and payroll policy/practice resulted in Employee and other Aggrieved Employees not being compensated for all hours worked.

Accordingly, Employer violated the applicable Wage Order, including but not limited to Wage Order 4; and , California Labor Code sections 510(a) and 1198.

Employee and Aggrieved Employees will therefore seek PAGA default penalties; Wage Order penalties pursuant to paragraph (20)(A) of the applicable Wage Order, including but not limited to Wage Order 4; Labor Code 558 penalties; and attorneys’ fees and costs.

3. FAILURE TO PROVIDE MEAL PERIODS.

Employer failed to provide Employee and Aggrieved Employees with all statutorily-mandated meal periods due to Employer’s unlawful meal period policies and/or practices, which (1) failed to provide Employee and Aggrieved Employees an uninterrupted 30-minute meal period before the end of their fifth hour of work, and (2) failed to provide Employee and Aggrieved Employees a second uninterrupted 30-minute meal period before the end of their tenth hour of work, or at all, during shifts in which they worked in excess of ten hours.

Employer, as a policy and/or practice, required Employee and, on information and belief, Aggrieved Employees to travel long distances and perform a large volume of back-to-back time-sensitive assignments under time deadlines in a single day such that it was impossible for Employee and, on information and belief, Aggrieved Employees to stop working to take a 30-minute uninterrupted duty-free meal break before the end of their fifth hour of work and/or a second 30-minute uninterrupted duty-free meal break before the end of their tenth hour of work. In addition, Employer, as a policy and/or practice, required Employee and, on information and belief, Aggrieved Employees to remain on-duty to protect the Company Property and to abide by the Company Property Obligations throughout their shifts. Thus, Employer failed to provide Employee and, on information and belief, Aggrieved Employees legally compliant duty-free meal breaks before the end of their fifth hour of work and/or

second legally compliant duty-free meal breaks before the end of their tenth hour of work. Nonetheless, in the event that a required meal period was not in fact provided, Employer never paid Employee or, upon information and belief, Aggrieved Employees the meal period premiums required by Labor Code § 226.7.

Accordingly, Employer violated the applicable Wage Orders including but not limited to Wage Order No. 4, California Labor Code §§ 226.7(a), 512(a) and 1198.

Employee and Aggrieved Employees did not receive the premium pay for the meal periods which were not provided to them. As such, Employer violated the applicable Wage Orders including but not limited to Wage Order 4, and California Labor Code sections 226.7(b) and 1198.

Employee and Aggrieved Employees will therefore seek PAGA default penalties; Wage Order Penalties pursuant to paragraph (20)(A) of the applicable Wage Order, including but not limited to Wage Order 4, and California Labor Code §§ 226.7, 516, 558, 1199; and attorneys' fees and costs.

4. FAILURE TO AUTHORIZE AND PERMIT REST PERIODS.

Employer failed to authorize and permit Employee and, on information and belief, Aggrieved Employees to take all required rest periods during their shifts because Employer discouraged Employee and Aggrieved Employees from taking legally compliant rest periods and pressured them to work through their rest periods. Despite Employer's failure to authorize and permit all required rest periods due to their uniform and unlawful practices, Employer never provided Employee and Aggrieved Employees with an hour of pay at their regular rate for each rest period violation. Accordingly, Employer violated the applicable Wage Orders including but not limited to Wage Order No. 4, and California Labor Code sections 226.7(b) and 1198.

Employee and Aggrieved Employees will therefore seek PAGA default penalties; Wage Order Penalties pursuant to paragraph (20)(A) of the applicable Wage Orders including but not limited to Wage Order No. 4, and California Labor Code §§ 226.7, 516, 558, 1199; and attorneys' fees and costs.

5. REIMBURSE NECESSARY BUSINESS EXPENSES VIOLATIONS

During the relevant period, Employer required Employee and, on information and belief, Aggrieved Employees to use their personal cell phones to perform their job duties for Employer, including, for example, to receive their daily assignments, and to report their

purported start and stop times for each day to management. Although Employee and, on information and belief, Aggrieved Employees incurred these expenses at the direction of Employer and/or in the direct discharge of their job duties, Employer did not reimburse Employee and, on information and belief, Aggrieved Employees for such necessary work expenditures as mandated by Labor Code § 2802.

Accordingly, Employer violated California Labor Code section 2802.

Employee and Aggrieved Employees will therefore seek PAGA default penalties; and attorneys' fees and costs.

6. TIMING OF PAYMENT DURING EMPLOYMENT VIOLATIONS.

As to each pay period, the timing of payments has been violated since Employee and Aggrieved Employees were not paid all the wages they were owed (minimum wages, overtime wages, meal period premium wages, rest period premium wages). Accordingly, Employer violated California Labor Code section 204(a).

Employee and Aggrieved Employees will therefore seek PAGA default penalties and California Labor Code §§ 210, 558.1, and 1199 penalties; and attorneys' fees and costs.

7. TIMING OF FINAL PAYMENT UPON TERMINATION.

Employer failed to timely pay Employee and Aggrieved Employees all wages due at the end of their employments because Employee and Aggrieved Employees were not paid all wages as set forth herein. Accordingly, Employer violated California Labor Code sections 201 and/or 202.

Employee and Aggrieved Employees will therefore seek PAGA default penalties; California Labor Code §§ 203, 558.1, 1199, and 2699(f)(2) penalties; and attorney's fees and costs.

8. PAY CHECK STUB VIOLATIONS.

The pay stubs provided to Employee and Aggrieved Employees failed to include, among other requirements, (1) total hours worked by employees, and (2) the gross and net wages earned. Accordingly, Employer violated California Labor Code section 226(a).

Employee and Aggrieved Employees will therefore seek PAGA default penalties; California Labor Code §§ 226(e)(1), 226.3, 558.1, and 1199 penalties; and attorney's fees and costs.

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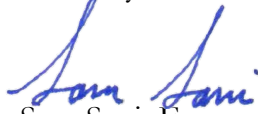
9. RECORD KEEPING VIOLATIONS.

Employer has no accurate records relating to Employee and Aggrieved Employees' total daily hours worked, total hours worked per payroll period, and applicable pay rates.

Accordingly, Employer violated the applicable Wage Orders including but not limited to Wage Order No. 4; California Labor Code sections 1198, and 1174(d).

Employee and Aggrieved Employees will therefore seek PAGA default penalties; Wage Order Penalties pursuant to paragraph (20)(A) of the applicable Wage Order, including but not limited to Wage Order 4; California Labor Code §§ 558.1, and 1174.5 penalties; and attorneys' fees and costs.

Sincerely,



Sam Sani, Esq.

Notice provided to Employer via Certified Mail (9589-0710-5270-0410-5122-13)

Republic Registered Agent Inc.

Agent for Service of Process, DNA Logistics, LLC

3400 Cottage Way, Ste. G2

Sacramento, CA 95825

Notice provided to Employer via Certified Mail (9589-0710-5270-0410-5120-60)

DNA Logistics, LLC

5216 Jilson Way

Elk Grove, CA 95757