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Case Number CVRI2406231 0000110394629 - Jason B. Galkin, Executive Officer/Clerk of the Court By Carmen Mundo, Clerk

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Attorneys for Plaintiff Holly Brown

SUPERIOR COURT OF CALIFORNIA

IN AND FOR THE COUNTY OF RIVERSIDE

HOLLY BROWN, an individual, on behalf of herself, all others situated similarly, and the Labor and Workforce Development Agency;

Plaintiff,

v.

SLEVIN AUTOMOTIVE GROUP LLC, a limited liability company dba Palm Springs Nissan; and DOES 1-100, inclusive,

Defendants.

Case No.: CVRI2406231

CLASS AND REPRESENTATIVE ACTION COMPLAINT

1. **FAILURE TO PROVIDE REST PERIODS OR PAY PREMIUMS**
2. **FAILURE TO PROVIDE MEAL PERIODS OR PAY PREMIUMS**
3. **UNFAIR BUSINESS PRACTICES**
4. **FAILURE TO PAY ALL WAGES DUE AT END OF EMPLOYMENT**
5. **FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS**
6. **PRIVATE ATTORNEYS GENERAL ACT**

JURY TRIAL DEMANDED

Plaintiff Holly Brown brings this class and representative action against Slevin Automotive Group LLC, a limited liability company dba Palm Springs Nissan; and Does 1 through 100, for violations of the Labor Code.

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PARTIES

1. Plaintiff Holly Brown ("Plaintiff") was at all times relevant herein employed in Riverside County, California, and was an "employee" as defined by the Labor Code and the applicable California Industrial Wage Commission ("IWC") Order(s).

2. Defendant Slevin Automotive Group, LLC ("Defendant") is an Illinois limited liability company formed under the laws of California, and is and at all times relevant herein was an "employer" as defined by the Labor Code and applicable IWC Orders.

3. Defendant and Does 1-100 are collectively referred to as Defendants.

4. Plaintiff is not aware of the true names and capacities of the Defendants sued herein as Does 1 through 100, whether individual, corporate, associate, or otherwise and therefore sues such Defendants by these fictitious names. Plaintiff will amend this Complaint to allege their true names and capacities when ascertained. Plaintiff is informed and believes, and on that basis alleges, that each of the fictitiously named Defendants is responsible in some manner for the occurrences herein alleged and that Plaintiff's injuries and damages herein alleged were legally caused by such Defendants. Unless otherwise indicated, each Defendant was acting within the course and scope of said agency and/or employment, with the knowledge and/or consent of said co-Defendant.

5. Plaintiff is informed and believes and thereupon alleges that at all times mentioned herein, each of the Defendants, including each Doe Defendant, acted as the agent, servant, employee, partner and/or joint venturer of and acted in concert with each of the remaining Defendants, including each Doe Defendant, in doing the things herein alleged, while at all times acting within the course and scope of such agency, service, employment partnership, joint venture and/or concert of action. Each Defendant, in doing the acts alleged herein, acted both individually and within the course and scope of such agency and/or employment, with the knowledge and/or consent of the remaining Defendants.

VENUE AND JURY TRIAL DEMAND

6. Venue is proper in this court because the unlawful acts alleged herein took place in Riverside County, California and Plaintiff's place of employment with Defendants was within Riverside County. As to the First through Fifth Causes of Action, Plaintiff hereby demands a jury trial.

GENERAL ALLEGATIONS

7. Plaintiff was hired by Defendant on or around October 1, 2023. Defendant does business in California as Palm Springs Nissan (in Cathedral City, California). Her position throughout her employment was Office Assistant/Cashier.

8. At all times throughout her (full-time) employment with Defendant, Plaintiff was properly classified and regarded by Defendant as an hourly, nonexempt employee.

9. Throughout her employment with Defendant, Plaintiff and other hourly, nonexempt employees were regularly denied rest periods and meal periods to which they were entitled.

10. Plaintiff typically worked shifts that were eight hours or longer. However, **not once** was Plaintiff relieved of all duty and permitted the opportunity to take a ten-minute rest period for every work period of four hours (or major fraction thereof). On the exceedingly rare occasion that Plaintiff was able to get away from her job duties and start a rest period *on her own initiative*, that rest period was interrupted (by Defendant's managerial employees) and Plaintiff had to resume her job duties. Other hourly, nonexempt employees of Defendant were regularly denied their rest periods as well.

11. Also, Plaintiff was not provided with all meal periods to which she was entitled. Notably, on Saturday shifts Plaintiff was often without any relief whatsoever, and could not simply abandon her job duties to take a meal period. Other hourly, nonexempt employees of Defendant were also denied their meal periods.

12. Plaintiff complained to Defendant about the denial of rest periods and meal periods, but no remedial action was taken. Furthermore, Plaintiff was not paid an hour's pay at her regular rate of compensation for these denied rest periods and meal periods.

13. From at least four years prior to the filing of this action, Defendant has adopted and employed unfair business practices. These unfair business practices include, but are not limited to, failure to provide compliant rest periods and meal periods or pay premiums at the regular rate of compensation.

14. Plaintiff resigned her employment with Defendant on July 3, 2024. As of the date of this Complaint, Plaintiff has not been paid all wages (premiums) due and owing, *supra.*

15. The foregoing list of misconduct is a partial list only and is set forth by way of example.

16. On August 22, 2024, Plaintiff provided written notice to the Labor and Workforce Development Agency ("LWDA") and Defendant regarding the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support those alleged violations. (**Exhibit 1**.)

17. As of the filing of this Complaint, more than 65 calendar days after Plaintiff's written notice, the LWDA has not provided written notice that it intends to investigate any of Plaintiff's allegations as set forth above. Accordingly, Plaintiff has satisfied the administrative prerequisites under Labor Code section 2699.3 to bring a civil action to recover civil penalties against Defendants, in addition to other remedies, for violations of the California Labor Code.

CLASS ACTION ALLEGATIONS

18. Plaintiff brings the First through Fifth Causes of Action as a class action, on behalf of herself and all others similarly situated, pursuant to Code of Civil Procedure 382. The classes which Plaintiff seeks to represent consist of the following:

a. All current and former nonexempt California employees of Defendants who worked one or more shifts of 3.5 hours or longer, at any time from four years prior to the filing of this Complaint through the entry of final judgment in this action (the "Rest and Meal Period Class");

b. All members of the Rest and Meal Period Class who received one or more wage statements at any time from one year prior to the filing of this complaint through the entry of final judgment in this action (the "Wage Statement Class"); and

c. All members of the Rest and Meal Period Class whose employment with Defendants ended at any time from three years prior to the filing of this Complaint through the entry of final judgment in this action (the "Waiting Time Penalty Class").

The foregoing classes are collectively referred to as "the Class."

19. The Class is so numerous that joinder of all members is impracticable, and the disposition of their claims in a class action is a benefit to the parties and to the Court. Plaintiff is informed and believes, and based thereon alleges, that Defendants employ more than 30 employees who satisfy the

class definition. Although the exact number and identity of class members is not presently known, they can be identified in Defendants' records through coordinated discovery pursuant to this class action.

20. This action may be maintained as a class because the questions of law and fact which are common to class members clearly predominate over any questions affecting only individual members and because a class action is superior to other available methods for adjudicating the controversy.

21. There are numerous common questions of law and fact arising out of Defendants' conduct. This class action focuses on Defendants': (a) systematic failure to provide their employees with rest and meal breaks or properly pay premiums at the appropriate regular rate of compensation, (b) systematic failure to pay all wages due and owing at the end of employment; and (c) systematic failure to comply with Labor Code section 226(a).

22. Furthermore, common questions of fact and law predominate over any questions affecting only individual members of the class. The predominating common or class-wide questions of law and fact include but are not limited to the following:

a. Whether Defendants authorized and permitted each nonexempt California employee to take an uninterrupted ten-minute rest period for every work period of four hours or major fraction thereof;
b. Whether Defendants authorized and permitted each nonexempt California employee to take an uninterrupted thirty-minute meal period for every workshift which was longer than five hours;
c. Whether Defendants paid its nonexempt California employees an hour's pay at his or her regular rate of compensation (premiums) for denied rest periods and meal periods;
d. Whether Defendants failed to pay all wages due and owing at end of their nonexempt California employees' employment;
e. Whether the wage statements Defendants furnished to their California employees comply with Labor Code section 226;
f. Whether the alleged violations of the Labor Code constitute unfair business practices;
g. Whether the Class is entitled to injunctive relief; and

h. Whether the Class is entitled to unpaid wages, statutory penalties, and/or restitutionary relief, and the amount of the same.

23. Plaintiff's claims are typical of the claims of the members of the Class as a whole, all of whom have sustained and/or will sustain damage and injury as a proximate and/or legal result of the alleged violations of Defendants. Plaintiff's claims are typical of those of the Class because Defendants subjected Plaintiff and each member of the Class to the same violations alleged herein.

24. The defenses of Defendants, to the extent that such defenses apply, are applicable generally to the whole Class and are not distinguishable as to the proposed class members.

25. Plaintiff will fairly and adequately protect the interests of all members of the Class, and has retained attorneys with extensive experience in litigation, including class and representative actions. Plaintiff has no interests that conflict with those of the Class. Plaintiff is able to fairly and adequately protect the interests of all members of the class because it is in her best interest to prosecute the claims alleged herein in order to obtain the full compensation due herself and the other class members.

26. A class action is superior to any other method available for fairly and efficiently adjudicating the controversy because 1) joinder of individual class members is not practicable, 2) litigating the claims of individual class members would be unnecessarily costly and burdensome and would deter individual claims, 3) litigating the claims of individual class members would create a risk of inconsistent or varying adjudications that would establish incompatible standards of conduct for Defendants, 4) class members still working for Defendants may be fearful of retaliation if they were to bring individual claims, 5) class members would be discouraged from pursuing individual claims because the damages available to them are relatively small, and 6) public policy encourages the use of the class actions to enforce employment laws and protect individuals who, by virtue of their subordinate position, are particularly vulnerable.

27. Judicial economy will be served by maintenance of this lawsuit as a class action. To process numerous virtually identical individual cases will significantly increase the expense on the Court, the class members, and Defendants, all while unnecessarily delaying the resolution of this matter. There are no obstacles to effective and efficient management of this lawsuit as a class action by this

Court and doing so will provide multiple benefits to the litigating parties including, but not limited to, efficiency, economy, and uniform adjudication with consistent results.

28. Notice of a certified class action and any result or resolution of the litigation can be provided to class members by mail, email, publication, or such other methods of notice as deemed appropriate by the Court.

FIRST CAUSE OF ACTION
FAILURE TO PROVIDE REST PERIODS OR PAY PREMIUMS
(Lab. Code, § 226.7)
Against Defendants

29. Plaintiff hereby realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

30. Labor Code section 226.7 requires employers to provide employees meal periods as mandated by Order of the Industrial Welfare Commission. It states:

a. No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission.

b. If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

31. Section 11 of the applicable IWC Wage Order provides:

> "(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. Nothing in this provision shall prevent an employer from staggering rest periods to avoid interruption in the flow of work and to maintain continuous operations, or from scheduling rest periods to coincide with breaks in the flow of work that occur in the course of the workday. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time for every four (4) hours worked, or major fraction thereof. Rest periods shall take place at employer designated areas, which may include or be limited to the employees' immediate work area.

> (B) Rest periods need not be authorized in limited circumstances when the disruption of continuous operations would jeopardize the product or process of the work. However, the employer shall make up the missed rest period within the same workday or compensate the employee for the missed ten (10) minutes of rest time at his/her regular rate of pay within the same pay period.
>
> (C) A rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.
>
> (D) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided."

32. The "regular rate of compensation", for purposes of rest and meal break premiums, must account for not only hourly wages but also other nondiscretionary payments for work performed by the employee. (*Ferra v. Loews Hollywood Hotel, LLC* (2021), 11 Cal.5th 858.)

33. During the relevant time period, Plaintiff was not provided with rest breaks as required by law and did not receive an additional hour of premium pay at her regular rate of compensation for each missed rest period.

34. Wherefore, Plaintiff and the Class have been injured and request relief as hereinafter provided.

<u>SECOND CAUSE OF ACTION</u>
FAILURE TO PROVIDE MEAL PERIODS OR PAY PREMIUMS
(Lab. Code, §§ 226.7, 512)
Against Defendants

35. Plaintiff hereby realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

36. Labor Code section 226.7 requires employers to provide employees meal periods as mandated by Order of the Industrial Welfare Commission. It states:

a. No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission.

b. If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

37. Labor Code section 512(a) and applicable Wage Order(s) of the Industrial Welfare Commission provide that an employer may not employ a person for a work period of more than five hours per day without providing that employee a meal period of not less than thirty minutes, except that if the total work period per day is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ a person for a work period of more than ten hours per day without providing an employee with a second meal period of not less than thirty minutes, except that if the total work period per day of the employee is no more than twelve hours, the meal period may be waived by mutual consent of both the employer and the employee, and if the first meal period was not waived.

38. The "regular rate of compensation", for purposes of rest and meal break premiums, must account for not only hourly wages but also other nondiscretionary payments for work performed by the employee. (*Ferra v. Loews Hollywood Hotel, LLC* (2021), 11 Cal.5th 858.)

39. During the relevant time period, Plaintiff was not provided with meal breaks as required by law and did not receive an additional hour of premium pay at her regular rate of compensation for each missed meal period.

40. Wherefore, Plaintiff and the Class have been injured and request relief as hereinafter provided.

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<u>THIRD CAUSE OF ACTION</u>
UNFAIR BUSINESS PRACTICES
(Bus. & Prof. Code, § 17200, *et seq.*)
Against Defendants

41. Plaintiff hereby realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

42. The statutory violations, as alleged above, are unfair business practices within the meaning of the Unfair Competition Law (Business and Professions Code sections 17200 *et seq*), and include, but are not limited to, failing to authorize and permit rest and meal periods (or pay premiums for missed rest and meal periods).

43. Wherefore, Plaintiff and the Class have been injured as set forth above and request relief as hereafter provided.

<u>FOURTH CAUSE OF ACTION</u>
FAILURE TO PAY ALL WAGES DUE AT END OF EMPLOYMENT
(Lab. Code, § 201, *et seq.*)
Against Defendants

44. Plaintiff hereby realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

45. Labor Code section 201 provides that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.

46. Labor Code section 202 requires an employer to pay an employee all earned wages within 72 hours of the employee quitting his or her employment, or immediately at the time of quitting if the employee has given 72 hours previous notice of his or her intention to quit.

47. As set forth above, Plaintiff and other California employees of Defendants were not timely paid all earned but unpaid wages when their employment with Defendants ended.

48. Wherefore, Plaintiff and the Class have been injured as set forth above and request relief as hereafter provided.

<u>FIFTH CAUSE OF ACTION</u>
FAILURE TO FURNISH COMPLETE AND ACCURATE ITEMIZED WAGE STATEMENTS
(Lab. Code, § 226(a))
Against Defendants

49. Plaintiff hereby realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

50. Pursuant to Labor Code section 226(a) "every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when the wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee [. . .], (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number, (8) the name and address of the legal entity that is the employer [. . .], (9) all applicable hourly rates in effect during the pay period and corresponding number of hours worked at each hourly rate by the employee and, if the employer is a temporary services employer [. . .], the rate of pay and the total hours worked for each temporary services assignment."

51. An employee suffering injury as a result of the knowing and intentional failure by an employer to comply with Labor Code section 226(a) is entitled to recover the greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation occurs and one hundred dollars ($100) per employee for each violation in a subsequent pay period, not to exceed the aggregate penalty of four thousand dollars ($4,000), and is entitled to an award of costs and reasonable attorney's fees. (Lab. Code, § 226, subd. (e)(1).)

52. An employee is deemed to suffer injury if the employer fails to provide a wage statement or if the employer fails to provide accurate and complete information as required by any one or more of

the items (1) to (9), inclusive, of subdivision (a) and the employee cannot promptly and easily determine from the wage statement alone, i) the amount of gross/net wages paid to the employee during the pay period or any of the other information required to be provided pursuant to Labor Code section 226(a) items (2) to (4), inclusive, (6) and (9), ii) deductions made by the employer, iii) the name and address of the employer and iv) the name of the employee and the last four digits of his or her social security number or employee identification number. (Lab. Code, § 226, subds. (e)(2)(A), (B)(i)-(iv).) "Promptly and easily determine" means a reasonable person would be able to readily ascertain the information without reference to other documents or information. (Lab. Code, § 226, subd. (e)(2)(C).)

53. As set forth above, Defendants intentionally and willfully failed to furnish accurate itemized wage statements which complied with Labor Code section 226.

54. Wherefore, Plaintiff and the Class have been injured as set forth above and request relief as hereafter provided.

SIXTH CAUSE OF ACTION
PRIVATE ATTORNEYS GENERAL ACT
(Lab. Code, § 2698 *et seq.*)
Against Defendants

55. Plaintiff hereby realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

56. Pursuant to Labor Code section 2699, subdivision (a), any provision of the Labor Code which provides for a civil penalty to be assessed and collected by the LWDA for violations of the Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures outlined in Labor Code section 2699.3.

57. Plaintiff was employed by Defendants and the alleged violations were committed against her during her time of employment. Plaintiff is therefore an aggrieved employee as defined by Labor Code section 2699, subdivision (c). Other current and former employees are also

aggrieved employees in that one or more of the alleged violations were also committed against them during their time of employment with Defendants.

58. Pursuant to Labor Code section 2699, subdivision (f), the civil penalty recoverable in a PAGA action is that which is provided for by the Labor Code or, where no civil penalty is specifically provided, one hundred dollars ($100) for each aggrieved employee per pay period for the initial violation and two hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation.

59. Pursuant to California Labor Code section 2699, subdivision (g), an aggrieved employee may recover the civil penalty on behalf of himself or herself and other current or former employees against whom one or more of the alleged violations was committed. Furthermore, any employee who prevails in any such action shall be entitled to an award of reasonable attorney's fees and costs.

60. Pursuant to the PAGA, Plaintiff seeks to recover civil penalties against Defendants for violations of the Labor Code.

61. Wherefore, Plaintiff and other employees (current and former) have been aggrieved and Plaintiff, on behalf of the Labor and Workforce Development Agency, requests relief as hereafter provided.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays judgment against Defendants as follows:

As to the First through Fifth Causes of Action:

1. That this Court certify the Class;
2. That this Court appoint Plaintiff as Class Representative;
3. That this Court appoint Mayall Hurley P.C. as Class Counsel;
4. That this Court award actual and compensatory damages, as well as restitutionary relief, to Plaintiff and other members of the Class;
5. That this Court award injunctive relief, including that available under Labor Code section 226(h) and Business and Professions Code section 17203;

6. That this Court award statutory penalties including, but not limited to, those available under Labor Code sections 203 and 226;

7. That this Court award statutory attorneys' fees and costs, including those available under Labor Code sections 218.5 and 226(e)(1) and (h), as well as those available under Code of Civil Procedure section 1021.5;

8. That this Court award prejudgment and post-judgment interest according to any applicable provision of law or as otherwise permitted by law; and

9. That this Court award such other and further relief as the court deems just and proper.

As to the Sixth Cause of Action:

1. For civil penalties, including but not limited to those available under Labor Code sections 226.3, 558, and 2699(f);

2. For injunctive relief;

3. For statutory attorneys' fees and costs, including but not limited to those available under Labor Code section 2699(g);

4. For prejudgment and post-judgment interest according to any applicable provision of law or as otherwise permitted by law, including those available under Civil Code sections 3287(a) and 3289(b); and

5. For such other and further relief as the court deems just and proper.

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DATED: November 4, 2024

MAYALL HURLEY P.C.

By______________________________

JOHN P. BRISCOE
Attorneys for Plaintiff
HOLLY BROWN

EXHIBIT 1

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August 22, 2024

SENT VIA ONLINE FILING (https://dir.govfa.net/308)

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, California 94612

SENT VIA CERTIFIED MAIL

Slevin Automotive Group LLC dba Palm Springs Nissan
68177 Kyle Road
Cathedral City, CA 92234

Re: Holly D. Brown (SSN: XXX-XX-3702; DOB: 12/29/89)

To Whom It May Concern:

This firm represents Holly Brown in relation to her employment with Slevin Automotive Group LLC dba Palm Springs Nissan ("SAG"). In accordance with California Labor Code section 2699.3, this letter shall serve as Ms. Brown's written notice to the Labor and Workforce Development Agency ("LWDA") and SAG regarding the following Labor Code violations, and the facts and theories supporting the same.

During the last year and beyond, SAG has:

1. Failed to Provide Meal Breaks and/or Pay Premiums – Because of their busy schedules and SAG's inability / unwillingness to adequately staff its facilities, Ms. Brown and SAG's other non-exempt employees were not relieved of all duties during their meal breaks, were not timely provided meal breaks, were not provided uninterrupted meal breaks, were not provided meal breaks of sufficient duration, and/or were not provided the requisite number of meal breaks for the duration of their shifts. When they were not provided compliant meal breaks, SAG failed to pay the appropriate premiums.

2. Failed to Provide Paid Rest Breaks and/or Pay Premiums – Because of their busy schedules and SAG's inability / unwillingness to adequately staff its facilities, Ms. Brown and SAG's other non-exempt employees were not relieved of all duties during their rest

breaks, were not timely provided rest breaks, were not provided uninterrupted rest breaks, were not provided rest breaks of sufficient duration, and/or were not provided the requisite number of rest breaks for the duration of their shifts. When they were not provided compliant rest breaks, SAG failed to pay the appropriate premiums.

3. Failure to Furnish Accurate Itemized Wage Statements – Because of the violations set forth above, the wage statements furnished by Ms. Brown and SAG's other non-exempt employees violated Labor Code section 226(a) insofar as they failed to:

a. Accurately show the gross wages earned in violation of section 226(a)(1);
b. Accurately show the total number of hours worked by the employee in violation of section 226(a)(2);
c. Accurately show the net wages earned in violation of section 226(a)(5); and
d. Accurately show all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate in violation of section 226(a)(9).

4. Failure to Timely Pay Wages – Because Ms. Brown and SAG's other non-exempt employees are not paid premiums for non-compliant meal and breaks, they are not timely compensated for the same during each pay period and at the end of their employment in violation of Labor Code Sections 201-204 and 210.

Accordingly, and as set forth above, Ms. Brown contends SAG has violated Labor Code sections 201-204, 210, 226, 226.7 and 512 as well as the applicable IWC Wage Orders.

If the LWDA believes that it needs additional information to determine whether to investigate these claims, please contact me immediately to request additional information, which I will provide to the extent it is available to me or my client.

If the LWDA does not intend to investigate these violations, Ms. Brown intends to file a civil complaint, or amend a pre-existing civil complaint, against SAG pursuant to the Labor Code Private Attorneys General Act of 2004 (Labor Code §§ 2698 – 2699.5), on her behalf and, as a proxy for the LWDA, on behalf of all other aggrieved employees. Thank you for your attention and concern in this matter.

Regards,

MAYALL HURLEY P.C.

By ______________________

ROBERT J. WASSERMANN