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October 9, 2024

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.govfa.net/308>)

Subject: *Tony Correa v. Safelite Fulfillment, Inc., et al.*

Dear PAGA Administrator:

This office represents Tony Correa in connection with his claims under the California Labor Code. Mr. Correa was an employee of SAFELITE FULFILLMENT, INC. and/or SAFELITE SOLUTIONS, LLC. For the purpose of this letter, Mr. Correa collectively refers to these entities as "SAFELITE."

The employers may be contacted directly at the addresses below:

SAFELITE FULFILLMENT, INC.
7400 SAFELITE WAY
COLUMBUS, OH 43235

SAFELITE FULFILLMENT, INC.
PO BOX 182000
COLUMBUS, OH 73235

SAFELITE SOLUTIONS, LLC
7400 SAFELITE WAY
COLUMBUS, OH 43235

SAFELITE SOLUTIONS, LLC
PO BOX 182000
COLUMBUS, OH 73235

Mr. Correa intends to seek civil penalties, attorneys' fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Mr. Correa seeks relief on behalf of himself, the State of California, and other persons who are or were employed by SAFELITE as a non-exempt, hourly paid employee in California and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

SAFELITE employed Mr. Correa as an hourly paid, non-exempt employee from approximately March 2023 to October 2023. Mr. Correa worked for SAFELITE as a Windshield Technician at its location in Riverside, California. Mr. Correa typically worked eight (8) or more hours per day and five (5) days per week. Mr. Correa was compensated approximately \$25.84 per hour. His job duties included, without limitation, repairing vehicle windows and windshields.

SAFELITE committed each of the following Labor Code violations against Mr. Correa, the facts and theories of which follow, making him an “aggrieved employee” pursuant to California Labor Code section 2699(c)(1):¹

SAFELITE’s Company-Wide and Uniform Payroll and HR Practices

SAFELITE FULFILLMENT, INC. is a Delaware corporation while SAFELITE SOLUTIONS, LLC is a Delaware limited liability company. Together, they are a leading provider of vehicle glass repair and replacement services with 60 locations in California. Upon information and belief, SAFELITE maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Columbus, Ohio, for all non-exempt, hourly paid employees working for SAFELITE in California, including Mr. Correa and other aggrieved employees. At all relevant times, SAFELITE issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Correa and other aggrieved employees, regardless of their location or position.

Upon information and belief, SAFELITE maintains a centralized Payroll department at its corporate headquarters in Columbus, Ohio, which processes payroll for all non-exempt, hourly paid employees working for SAFELITE in California, including Mr. Correa and other aggrieved employees. Further, SAFELITE issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees in California, including Mr. Correa and other aggrieved employees, irrespective of their location, position, or manner in which each employee’s employment ended. In other words, SAFELITE utilized the same methods and formulas when calculating wages due to Mr. Correa and other aggrieved employees in California.

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order require employers to pay employees working more than eight (8) hours in day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

SAFELITE willfully failed to pay all overtime wages owed to Mr. Correa and other aggrieved employees. During the relevant time period, Mr. Correa and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in

¹ These facts, theories, and claims are based on Mr. Correa’s experience and counsel’s review of those records currently available relating to Mr. Correa’s employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law’s requirements, the employer misinformed its employee of the law’s requirements, or because the employer effectively hid the violations). Thus, Mr. Correa reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, during the relevant time period, SAFELITE had, and continues to have, a company-wide policy and/or practice of discouraging and impeding Mr. Correa and other aggrieved employees from recording hours worked that were outside of their scheduled shifts in order to limit the amount of overtime employees could accrue. On information and belief, this policy of limiting overtime, coupled with SAFELITE's practices of understaffing and assigning heavy workloads, including imposing productivity quotas (*see infra*), led Mr. Correa and other aggrieved employees to work off-the-clock outside of their scheduled shift times in order to complete their assigned tasks. For example, on at least two occasions, at SAFELITE's management's direction and/or to meet his repair quota, Mr. Correa was required to complete tasks after clocking out from his shifts, such as travelling back to customers' locations to complete windshield repairs. Thus, SAFELITE failed to track all of the time that employees spent performing work-related tasks after their shifts, and Mr. Correa and other aggrieved employees received no compensation for this time.

Second, SAFELITE had, and continues to have, company-wide policies and/or practices of understaffing, such that there were too few employees to handle the workload, while also pressuring employees to meet performance quotas such as completing repair jobs within a 90-minute timeframe. SAFELITE's policies and/or practices resulted in a failure to provide Mr. Correa and other aggrieved employees with adequate meal period coverage, and thus, Mr. Correa and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. SAFELITE also had a practice of failing to schedule meal periods, which further caused Mr. Correa and other aggrieved employees to not be relieved of their duties for compliant meal periods. For example, Mr. Correa regularly had to clock out and work through his meal periods or cut his meal periods short in order to fulfill SAFELITE's requirement of completing repair jobs within 90 minutes and completing all repair jobs assigned for the day. Consequently, Mr. Correa and other aggrieved employees were required to work through and/or had their unpaid meal periods interrupted in order to complete their assigned duties, time for which they were not paid.

Third, because SAFELITE frowned upon employees accruing meal period premiums, SAFELITE's management pressured Mr. Correa and other aggrieved employees to clock out for meal periods to reflect compliant meal periods, regardless of whether they had received a compliant meal period or not, in order to strictly limit the meal period premiums that would need to be paid by SAFELITE. Thus, SAFELITE did not record all hours worked during meal periods, and Mr. Correa and other aggrieved employees performed work during meal periods for which they were not paid.

SAFELITE knew or should have known that, as a result of these company-wide practices and/or policies, Mr. Correa and other aggrieved employees were performing their assigned duties off-the-clock outside of their shifts and/or during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Mr. Correa and other aggrieved employees worked shifts of eight (8) hours a day or more, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Mr. Correa and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

SAFELITE's failure to pay Mr. Correa and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Mr. Correa and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SAFELITE

into compliance with the applicable IWC Wage Order and Labor Code sections 510 and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 9-2001 as “the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.” Cal. Code Regs. tit. 8, § 11090(2)(G) (defining “Hours Worked”).

First, as set forth above, as a result of SAFELITE’s policy of limiting the amount of overtime employees could accrue, SAFELITE required Mr. Correa and other aggrieved employees to perform work off-the-clock after their scheduled shifts to complete work-related tasks, such as traveling to customer locations and completing windshield repair jobs. SAFELITE failed to track this time that Mr. Correa and other aggrieved employees spent working off-the-clock, and Mr. Correa and other aggrieved employees received no compensation for this time.

Second, as also set forth above, due to SAFELITE’s company-wide policies and/or practices of understaffing its locations while assigning heavy workloads, such as pressuring employees to complete repair jobs within a 90-minute timeframe, and failing to schedule meal periods, Mr. Correa and other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock during meal periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties during unpaid meal periods. Further, to limit the meal period premiums that SAFELITE would otherwise owe, SAFELITE pressured Mr. Correa and other aggrieved employees to clock out for meal periods to reflect compliant meal periods, but required them to continue working, time for which they were not paid. Thus, SAFELITE systematically failed to pay Mr. Correa and other aggrieved employees for actual hours worked during unpaid meal periods because these hours were not always correctly recorded.

SAFELITE did not pay at least minimum wages for all hours worked by Mr. Correa and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, SAFELITE did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, SAFELITE regularly failed to pay at least minimum wages to Mr. Correa and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1 and 1198. Mr. Correa and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring SAFELITE into compliance with the applicable IWC Wage Order and Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable Industrial Welfare Commission (“IWC”) Wage Order require employers to provide meal periods and to pay an

employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

First, during the relevant time period, as stated above, SAFELITE had, and continues to have, company-wide policies and/or practices of understaffing while assigning heavy workloads, including imposing productivity quotas, which has resulted in a lack of meal period coverage and prevented Mr. Correa and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. Further, as stated, SAFELITE had a company-wide practice and/or policy of failing to schedule meal periods, which further caused Mr. Correa and other aggrieved employees to not be relieved of their duties for compliant meal periods.

As a result, Mr. Correa and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. For example, as stated, Mr. Correa regularly had to forgo and work through his meal periods in order to fulfill his work duties. As a further example, Mr. Correa was pressured to cut his meal periods short in order to meet the productivity quota and complete all jobs assigned to him that day. Additionally, on approximately 10 to 15 occasions, Mr. Correa took his meal periods late, after the fifth hour of work, due to the lack of coverage and heavy workload.

Second, as set forth above, because SAFELITE frowned upon employees accruing meal period premiums, SAFELITE's management pressured Mr. Correa and other aggrieved employees to clock out for meal periods to reflect compliant meal periods, regardless of whether they had received a compliant meal period or not, in order to strictly limit the meal period premiums that would need to be paid by SAFELITE.

Third, Mr. Correa and other aggrieved employees worked shifts in excess of ten (10) hours without receiving an uninterrupted second 30-minute meal period. For example, during his employment, Mr. Correa sometimes worked shifts in excess of ten (10) or more hours per day, but was not provided a second 30-minute meal period. Mr. Correa and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

At all times herein mentioned, SAFELITE knew or should have known that, as a result of these policies, Mr. Correa and other aggrieved employees were prevented from being relieved of all duties and were required to perform some of their assigned duties during meal periods. SAFELITE further knew or should have known that SAFELITE did not pay Mr. Correa and other aggrieved employees all meal period premiums when meal periods were late, missed, shortened, or interrupted.

Furthermore, SAFELITE engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Mr. Correa and other aggrieved employees have not received premium pay for all missed, late, and interrupted meal periods.

Accordingly, SAFELITE failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Mr. Correa and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SAFELITE into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 512(a), 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016).

During the relevant time period, SAFELITE regularly failed to authorize and permit Mr. Correa and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, SAFELITE's company-wide practices, including understaffing, assigning heavy workloads, and implementing productivity expectations, prevented Mr. Correa and other aggrieved employees from being relieved of all duty to take rest periods. Additionally, SAFELITE failed to schedule rest periods, which, coupled with SAFELITE's failure to provide adequate rest period coverage, further led to Mr. Correa and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, upon information and belief, during the relevant time period, SAFELITE maintained a company-wide on-premises rest period policy, which effectively required that Mr. Correa and/or other aggrieved employees remain on the work premises during their rest periods. Because Mr. Correa and/or other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, SAFELITE effectively maintained control over Mr. Correa and/or other aggrieved employees during rest periods.

As a result of SAFELITE's practices and policies, Mr. Correa and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, throughout his employment, Mr. Correa had to forgo his rest periods entirely due to the heavy workload and productivity quotas.

SAFELITE has also engaged in a company-wide practice and/or policy of not paying all rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Mr. Correa and other aggrieved employees have not received premium pay for all missed rest periods.

Accordingly, SAFELITE failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Mr. Correa and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SAFELITE into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 516, and 1198 & California Code of Regulations Title 8, Section 3395 – Failure to Provide Heat Recovery Periods

California Labor Code sections 226.7, 516, 1198 and the applicable IWC Wage Order require employers to provide recovery periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest or recovery period is not provided. California Labor Code section 226.7(a) defines "recovery period" to mean a cooldown period afforded an employee to prevent heat illness. California Labor Code section 226.7 provides that no employer shall require an employee to work during any recovery period mandated by an applicable order of the California IWC, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health. The applicable General Industry Safety ("GIS") Order provides that "[w]hen the outdoor temperature in the work area exceeds 80 degrees Fahrenheit, the employer shall have and maintain one or more areas with shade at all times while employees are present that are either open to the air or provided with ventilation or cooling." Cal. Code Regs. tit. 8, § 3395(d)(1). Furthermore, "[t]he amount of shade present shall be at least enough to accommodate the number of employees on recovery or rest periods, so that they can sit in a normal posture fully in the shade without having to be in physical contact with each other." *Id.* "Employees shall be allowed and encouraged to take a preventative cool-down rest in the shade when they feel the need to do so to protect themselves from overheating. Such access to shade shall be permitted at all times." *Id.*

During the relevant time period, SAFELITE violated California Labor Code section 226.7 and California Code of Regulations, Title 8, section 3395(d), because SAFELITE failed to provide Mr. Correa and other aggrieved employees with recovery periods. For example, SAFELITE did not inform Mr. Correa that he was entitled to recovery periods and Mr. Correa was not permitted to take them while working, even though some of his work was performed outside under the sun and in high temperatures.

SAFELITE also has engaged in a company-wide practice and/or policy of not paying all recovery period premiums owed when compliant recovery periods are not provided. Because of this practice and/or policy, Mr. Correa and other aggrieved employees have not received premium pay for all missed recovery periods.

Accordingly, SAFELITE failed to authorize and permit all recovery periods in violation of California Labor Code sections 226.7, 516, and 1198, and California Code of Regulations, Title 8, section 3395. Mr. Correa and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SAFELITE into compliance with the applicable GIS Order and Labor Code sections 226.7, 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, SAFELITE has knowingly and intentionally provided Mr. Correa and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, SAFELITE issued uniform wage statements to Mr. Correa and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages, and the corresponding number of hours worked at each hourly rate. Specifically, SAFELITE violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because SAFELITE did not record the time Mr. Correa and other aggrieved employees spent working off-the-clock, SAFELITE did not list the correct amount of gross wages and net wages earned by Mr. Correa and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, SAFELITE failed to accurately list the total number of hours worked by Mr. Correa and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which aggrieved employees were paid; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the name and address of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

California Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to,

and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments” Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). At all relevant times, and in violation of Labor Code section 1174(d), SAFELITE willfully failed to maintain accurate payroll records for Mr. Correa and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, SAFELITE engaged in company-wide practices and/or policies of failing to record actual hours worked, and thereby failed to keep accurate records of work period and meal period start and end times for Mr. Correa and other aggrieved employees, in violation of section 1198. Also, in light of SAFELITE’s failure to provide Mr. Correa and other aggrieved employees with second 30-minute meal periods to which they were entitled, SAFELITE kept no records of meal start and end times for second meal periods.

Because SAFELITE failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Mr. Correa and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Mr. Correa and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Mr. Correa and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring SAFELITE into compliance with the applicable IWC Wage Order and Labor Code sections 226(a), 1174(d), and 1198, and seek injunctive relief to bring SAFELITE into compliance with the applicable IWC Wage Order and Labor Code sections 226(a), 1174(d), and 1198, pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, SAFELITE willfully failed to pay Mr. Correa and other aggrieved employees all wages due including, but not limited to, overtime wages; minimum wages; and/or meal, rest, and recovery period premiums, within the time periods specified by California Labor Code section 204.

Mr. Correa and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SAFELITE into compliance with Labor Code section 204, pursuant to Labor Code sections 210 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

On information and belief, SAFELITE has a company-wide practice and/or policy of paying departing employees their final wages on the next regular pay cycle, instead of adhering to the time requirements set forth in Labor Code sections 201 and 202. For example, SAFELITE terminated Mr. Correa on or around October 26, 2023; however, SAFELITE did not provide Mr. Correa with all of his final wages until a few days after his termination date. Thus, SAFELITE failed to pay Mr. Correa his final wages within the requisite time limit in violation of California Labor Code section 201.

Additionally, SAFELITE willfully failed to pay Mr. Correa and other aggrieved employees who are no longer employed by SAFELITE the earned and unpaid wages set forth above, including but not limited to, overtime wages; minimum wages; and/or meal, rest, and recovery period premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving SAFELITE's employ.

Mr. Correa and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SAFELITE into compliance with Labor Code sections 201 and 202, pursuant to Labor Code sections 256 and/or 2699(a), (f), and (k).

California Labor Code § 558(a)

California Labor Code section 558(a) provides “[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid” Labor Code section 558(c) provides that “[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.” SAFELITE, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Mr. Correa's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Mr. Correa seeks the remedies set forth in Labor Code section 558 for himself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699(k), 2699.3(a) and 2699.3(c), 2699.5, and 558, Mr. Correa, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for himself, all other aggrieved employees, and the State of California against SAFELITE for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, and 1198.

Therefore, on behalf of all aggrieved employees, Mr. Correa seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Ninel Kocharyan
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,



Ninel Kocharyan

Copy: SAFELITE FULFILLMENT, INC. (via U.S. Certified Mail); SAFELITE SOLUTIONS, LLC
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Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA 90067

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 Los Angeles, CA 90067

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 7400 Safelite Way
 Columbus, OH 43235

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