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October 9, 2024

VIA ON-LINE SUBMISSION ONLY TO:
https://dir.tfaforms.net/128
Private Attorneys General Act
Attn. PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

VIA CERTIFIED MAIL TO:
(by certified mail to Nucor Building Group West LLC)

Nucor Building Group West LLC
1700 E. Louise Ave.
Lathrop, CA 95330
Certified Mail Tracking Number: 9414 8112 0620 5406 1470 76

CT Corporation
Designated Agent for Service for Nucor Building Group West LLC
330 N. Brand Blvd., Ste. 700
Glendale, CA 91203
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Re: Labor Code § 2698, *et seq*. Penalties - PAGA Notice Letter to LWDA
Rita Dhanota v. Nucor Buildings Group West LLC, et al.
Superior Court for the County of Stanislaus

Gentlepersons:

This office represents Plaintiff Rita Dhanota ("Plaintiff") and other similarly aggrieved employees employed as non-exempt, hourly workers and in related positions at Defendant's facility and office locations in California during the relevant period (collectively "Aggrieved Employees") for, *inter alia*, violations of California Labor Code §§ 201, 202, 203, 204, 210, 221, 226, 226.7, 246, 248.1, 248.2, 248.5, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2810.5, 2698, and 2699, *et seq*.; provisions of the Industrial Welfare Commission (IWC) Wage Order(s); and California Business & Professions Code § 17200 *et seq*.

The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et. seq.* ("the Act"). Plaintiff filed a class action complaint with the Superior Court for the County of Stanislaus on January 5, 2024, and would like to file an amended complaint bringing penalties under PAGA, pursuant to the Act, on behalf of herself and all other similarly situated Aggrieved Employees, and the State of California, against Defendant Nucor Building Group West LLC and Does 1 through 50 inclusive (referred to herein collectively as "Defendant").

We also set forth herein the facts and theories and the California Labor Code violations which Defendant engaged in with respect to Plaintiff and all of their Aggrieved Employees in California. The attached Class Action Complaint provides the details of Plaintiff's class-wide claims and claims under the Act, and the applicable California law governing them. It, along with this Notice Letter, addresses in detail numerous violations that subject Defendant to civil and statutory penalties under the Act.

Relevant Facts

Plaintiff was employed by Defendant as a detailer, and Defendant tasked her with duties that included creating construction drawings, producing 3D modeling of buildings, generating and verifying drawings and reports, generating bills of material, and designing standardized steel framing conditions. Defendant employed other similarly situated Employees in similar and related positions based out of Defendant's offices and facilities throughout California, including in the cities of Modesto, Lathrop, Fontana, and Los Angeles. Plaintiff and the other similarly situated Employees of Defendant worked in Defendant's facilities at Defendant's behest and without being paid all wages due and without being provided all their required meal periods and rest breaks.

Upon information and belief, Plaintiff was employed by Defendant and (1) shared similar job duties and responsibilities; (2) was subjected to the same policies and practices; and (3) endured similar violations at the hands of Defendant as the other Aggrieved Employees who served in similar and related positions.

Defendant required Plaintiff and the Aggrieved Employees to work off the clock and failed to accurately record the hours they were on the clock, failed to pay them at the appropriate rates for all hours worked, failed to pay all wages due and owing at termination or resignation, and failed to provide Plaintiff and Aggrieved Employees with accurate itemized wage statements that prevented them from learning of these unlawful pay practices. Defendant also failed to provide Plaintiff and Aggrieved Employees with lawful meal and rest periods, as Employees were required to remain under Defendant's control and were not provided with the opportunity to take full uninterrupted and duty-free rest periods and meal breaks, as required by the Labor Code and the applicable paragraphs of the IWC Wage Orders.

The wage statements issued to Plaintiff list "Nucor Bldg Systems Corp-West" as her employer with an address in Modesto, California. Plaintiff's paystubs also contain a company logo with the name "Nucor", and Plaintiff's offer letter references "Nucor Corporation" and "Nucor Building Group" as her employer. However, these names are not registered with the California Secretary of State or are otherwise not active.

Defendant NUCOR BUILDINGS GROUP WEST LLC is a Delaware limited liability company which lists its principal address in Lathrop, California with the California Secretary of State. It lists several registered corporate agents who list addresses in Glendale, California and in Los Angeles County. Nucor Buildings Group West LLC lists its type of business as "Manufacturing." Additionally, Nucor's website lists "Nucor Buildings Group West LLC" as a division on their career tab. Upon information and belief, Nucor Buildings Group West LLC is a company that operates various California offices and facilities throughout California, including in Modesto, California where Plaintiff worked.

During the course of Plaintiff and the Aggrieved Employees' employment with Defendant, they were not paid all wages they were owed, including for all work performed (resulting in "off the clock" work) and for all their overtime hours worked, and they were not paid at the required rates for overtime. This has resulted in systematic and ongoing violations of the California Labor Code and relevant IWC Wage Orders. Upon information and belief, Defendant employs Plaintiff and other non-exempt, hourly employees in similar and related positions based out of their locations and offices in California.

Plaintiff was generally scheduled to work five to seven days per week for eight to nine hours per shift, with shift times generally spanning from 6:30 a.m. through 3:00 p.m. On many occasions, Plaintiff was also required to work longer shifts with an additional hour or two of time approved by Defendant to be paid at overtime premium rates. However, Plaintiff was required by Defendant to endure substantial off-the-clock work before and after her scheduled shift hours.

Defendant's policy and practice of requiring systematic off-the-clock work flowed in part from their unlawful timekeeping procedures. Defendant required timekeeping entries to be inputted into an application on the company computers by Employees rather than through a timeclock or some other method of recording actual times worked. While Defendant required its employees to manually input shift start and end times and meal period beginning and end times, they were not contemporaneously recorded. Plaintiff was compelled to record scheduled shift times worked rather than actual times when she was on and off the clock. On the occasions where she attempted to input the actual time she began working, Plaintiff's supervisor modified the time entries to a rounded-down number or to her scheduled times without giving Plaintiff the opportunity to review.

Additionally, Defendant instructed Plaintiff and the Aggrieved Employees to input into the timekeeping system that they took a 30-minute meal period and did so before the fifth hour of work as required under the Labor Code and Wage Orders. Defendant instructed Plaintiff and the Aggrieved Employees to thus record compliant meal breaks without regard to whether they were actually taken on time or for the full duration or were interrupted by management demands and other work requirements. Additionally, by automatically deducting 30 minutes for a meal period, Defendant effectively and unlawfully deducted hours worked from each Employee's daily work shifts. Managers would again modify and adjust any timekeeping entries recorded for meal periods that were non-compliant to reflect they were timely or not shortened to avoid incurring and paying meal period premium penalty wages.

Defendant also required Plaintiff to be prepared to begin work at her scheduled shift start time, and she would be reprimanded if she was not. However, for Plaintiff to do so she had to arrive at the office well before that scheduled start time. Plaintiff's work shifts generally were scheduled to start at 6:30 a.m., so she was compelled to arrive at the office by at least 5 minutes prior so she would be prepared to start working after she got her workstation and files situated and turned on her computer and waited for it to boot up and then logged in. Defendant's managers would also move Plaintiffs' clock-in times to later ones as much as needed to offset any unapproved overtime.

Overtime hours were generally not allowed, and if Plaintiff had to work beyond her scheduled hours, she needed approval from her supervisor. On many occasions, however, Plaintiff was required to work off the clock after her scheduled shift end times, and she was also compelled by Defendant not to record that she was clocked out, especially during the pandemic. To ensure she and her co-workers complete their required assignments by the end of a work shift, Plaintiff recalls her supervisors threatened to reprimand the employees. On such occasions Plaintiff, and upon information and belief Aggrieved Employees, worked off the clock to ensure that their work assignments were completed. The difficult to attain processing and production goals coupled with the threats of supervisors compelled Plaintiff to work many hours off the clock and without compensation to finish pressing work tasks and requirements without incurring overtime. Additional off-the-clock work occurred in the form of the unlawful deduction of 30 minutes of hours worked for an alleged thirty-minute long meal period that was provided generally untimely or shortened if at all.

Moreover, Defendant on occasion required that Plaintiff work seven days in a row without rest, and failed to pay her at the correct overtime and double time rates for the demanding schedule she was required to work. On information and belief, Defendant's policy and practice was to regularly schedule Aggrieved Employees to work seven consecutive days during a work week despite the fact that such a schedule directly violates Labor Code §§ 551, 552.

Additionally, Plaintiff's paystubs show that Defendant paid "Profit Sharing" bonuses. To whatever extent Defendant paid these and any other form of additional remuneration 1to Aggrieved Employees, such as shift differentials and the like, Defendant failed to include it in the regular rate used to calculate and pay the overtime that Defendant did pay.

Plaintiff was therefore not paid for all her hours worked at the required minimum, overtime and double time wage rates due to Defendant's uniformly applied and unlawful policy and practice of requiring her to work off the clock and without pay. Defendant systematically underpaid Plaintiff and the Aggrieved Employees by failing to pay them at the required overtime rates for all hours over eight in a work shift or over forty in a work week, and all hours over twelve in a day at the required double time rate. Upon information and belief, the Aggrieved Employees were bound by similar scheduling and timekeeping policies and endured similar violations at Defendant's hands as Plaintiff.

Defendant has either failed to maintain timekeeping records for Plaintiff that would permit Plaintiff to discover the nature and extent of the off-the-clock work Defendant required and the actual hours Plaintiff worked or the breaks she received. By failing to pay for all hours worked, and by under-recording regular hours to the detriment of the Aggrieved Employees, Defendant has committed knowing and intentional ongoing violations of the record-keeping requirements under the Labor Code, including section 1174, by either failing to maintain records or retaining inaccurate ones.

The failure to pay for all hours worked and underpayment of wages to Plaintiff and the Aggrieved Employees is and has been a direct consequence of Defendant's unlawful compensation policies and practices, which upon information and belief applied uniformly to the Aggrieved Employees working remotely and/or based out of Defendant's locations and facilities throughout California. As a result of the above-described unlawful requirements to work off the clock, the failure to accurately record all hours worked and pay wages at the correct rates, and the other wage violations they endured at Defendant's hands, Plaintiff and the Aggrieved Employees were not properly paid all wages earned and all wages owed to them by Defendant, including when working more than eight hours in any given day and/or more than forty hours in any given week.

Defendant had a consistent policy or practice of failing to pay Employees for all hours worked and failing to pay minimum wages for all time worked, as required by California law. Also, from at least four years prior to the filing of this lawsuit and continuing to the present, Defendant had a consistent policy or practice of failing to pay Employees overtime compensation at premium overtime rates for all hours worked in excess of eight hours a day and/or forty hours a week, and double-time rates for all hours worked in excess of twelve hours a day, in violation of Labor Code § 510 and the corresponding sections of IWC Wage Orders.

Defendant also failed to provide Plaintiff and the Aggrieved Employees with their required meal periods and the at least two ten-minute rest breaks as required at a minimum for Plaintiff's scheduled shift durations. The above-described off-the-clock work contributed to Defendant's common policy of failing to provide lawful meal periods to Plaintiff and the Aggrieved Employees, as required under the Labor Code and Paragraph 11 of the IWC Wage Order(s). Defendant similarly failed to authorize and permit Plaintiff and the employee Aggrieved Employees to take all required 10-minute rest breaks, as required under the Labor Code and Paragraph 12 of the IWC Wage Order(s).

More specifically, Plaintiff worked shifts that entitled her to at least one meal period, but as addressed above, Defendant's managers required Plaintiff and the Aggrieved Employees to input 30 minutes for lunches and would deduct that time from hours worked for the shift. During the first half of Plaintiff's employment with Defendant, all employees were required to take their lunch meal periods together, without regard to the time the employees clocked in for their shift. This resulted in Plaintiff and Aggrieved Employees consistently receiving their lunch period after the fifth hour of their shift. Defendant's later changed their lunch policy and required that all employees take their meal break period before the fifth hour of work or otherwise record that their meal period took place before their fifth hour of work. Abiding to the policy went by the wayside quickly as there always seemed to be work or management demand to respond to. This led to late meal periods, and on-duty meal periods that were oftentimes interrupted by management demands and required job duties and tasks to be performed and required Employees to remain under Defendant's control during breaks.

Additionally, Defendant instructed Plaintiff and the Aggrieved Employees to input into the timekeeping system that they took thirty minutes for a meal period and did so before the fifth hour of work as required under the Labor Code and Wage Orders. Defendant instructed Plaintiff and the Aggrieved Employees to thus record compliant meal breaks without regard to whether they were actually taken on time or for the full duration or were interrupted management demands and other work requirements. Plaintiff particularly recalls not ever taking the full thirty minutes for lunch, as she was required to be at her desk prior the thirty minute mark to boot up her computer, clock out, and begin working. In spite of this, Defendant automatically deducted 30 minutes for a meal period on each work shift without regard to whether it was actually taken or was otherwise unlawful.

Therefore, meal period violations systematically occurred ongoing throughout all of Plaintiff's work shifts where Defendant both failed to provide a lawful meal period or penalty payment and then also unlawfully deducted 30 minutes from Plaintiff's hours worked for the day. To the extent Defendant ever did pay Plaintiff a meal period premium, they failed to include all forms of remuneration beyond hourly wages in the regular hourly rate used to pay the one-hour premium payment. Upon information and belief, the other Aggrieved Employees were subjected to similar unlawful policies and practices and endured similar violations as Plaintiff.

Defendant thus failed to provide all the legally required unpaid, off-duty meal periods and all the legally required paid, off-duty rest periods to Plaintiff and the other Aggrieved Employees, as required by the applicable Wage Order and Labor Code. Plaintiff and other Aggrieved Employees were required to perform work as ordered by Defendant for more than five hours during a shift without receiving compliant meal periods. Additionally, as addressed above, Defendant followed a practice of requiring off-the-clock work in a manner that would impact when Employees were to receive meal periods and rest breaks and required them to respond to work calls and inquiries and other demands during breaks, thus leading to further violations.

Upon information and belief, Defendant's systems did not automatically generate a meal period premium under Labor Code § 226.7 for meal periods that commenced after five hours into a work shift or in the event the time punch records reflected a meal period of less than thirty minutes. However, upon information and belief, in the event Defendant did pay any meal period premiums, they did so at the employee's customary regular rate of hourly compensation without including all forms of remuneration in that hourly rate calculation, for example by omitting performance-based bonuses and the like from the rate at which meal premiums were paid.

Defendant thus followed uniformly applied policies of not providing all required meal periods to their Employees. Meal periods were often not properly provided, as work demands and computer and phone time impermissibly shortened their breaks. Even when Plaintiff and the Aggrieved Employees were able to take a meal period, it was generally interrupted by work duties or was taken after the fifth hour of work. Additionally, as addressed above, Defendant followed a practice of requiring off the clock work in a manner that would impact when Employees were to receive meal periods and rest breaks, thus leading to further violations.

As a result, Defendant's failure to provide Plaintiff and the Aggrieved Employees with all legally required off-duty, unpaid meal periods and all the legally required off-duty, paid rest periods is and will be evidenced by Defendant's business records, or lack thereof. As further detailed above, Defendant also failed to pay Employees "premium pay," i.e. one hour of wages at each Employee's effective regular hourly rate of compensation for each meal period or rest break that Defendant failed to provide or deficiently provided.

Therefore, for at least four years prior to the filing of this action and through to the present, Plaintiff and the Aggrieved Employees were unable to take off-duty breaks or were otherwise not provided with the opportunity to take required breaks as required under the Labor Code and Wage Orders due to Defendant's policies and practices.

Similar violations resulted from Defendant's failure to authorize and permit Plaintiff and the Aggrieved Employees to take duty-free, net ten-minute rest breaks for every four hours of shift work, or a major fraction thereof. Plaintiff and the other similarly situated Aggrieved Employees were either not authorized and permitted the opportunity to take all of their rest break lawfully or were required to remain under Defendant's control and respond to calls and instructions from management and job demands if and when they even attempted to take one. Upon information and belief, Defendant thus also failed to authorize and permit employees to leave the premises during rest breaks, evidencing Defendant's policy and practice of requiring Plaintiff and the Aggrieved Employees to remain under their control during required off-duty rest break times.

Rest breaks were not scheduled by Defendant. Plaintiff recalls Defendant informing her that she could take two ten-minute rest breaks during each shift, however, she was not informed when she should take her rest breaks and the policy was never enforced. Moreover, Plaintiff's supervisor required that Plaintiff record the times she took her rest breaks regardless of whether her rest breaks were actually taken. Plaintiff oftentimes skipped her rest breaks due to the work demands, despite being entitled to receive at least two paid, timely, uninterrupted, and dutyfree ten minute rest breaks during each of her work shifts. As detailed above, in addition to failing to authorize and permit rest breaks, Defendant unlawfully deducted up to 30 additional minutes for a thirty-minute meal periods that were rarely provided or otherwise received without violation.

Defendant's uniformly applied policies and practices thus resulted in untimely and shortened or on-duty rest breaks when they were authorized and permitted. Plaintiff and the Aggrieved Employees worked shifts of at least eight hours, which required at least two rest breaks, and often worked shifts over ten hours, which required at least three rest breaks. Plaintiff was never informed that she was required to take a third rest break for a shift over ten hours even though Plaintiff regularly worked shifts over ten hours. As a result, Plaintiff never took a third rest break throughout her entire employment with Defendant.

During rest periods, employers must relieve employees of all duties and relinquish control over how employees spend their time. Plaintiff and the Aggrieved Employees were and are under Defendant's control when they are working through rest breaks and restricted in their ability to use their break time as their own. Defendant also provided either impermissibly shortened or untimely meal and rest breaks to Plaintiff and the Aggrieved Employees. Plaintiff and the Aggrieved Employees were thus not authorized and permitted to take lawful rest periods, were systematically required by Defendant to work through or during breaks, and were not provided with one hour's wages in lieu thereof. They were required to remain on-duty during breaks or portions of their breaks, thus making them either untimely or shortened and on-duty, and they were also prevented from leaving the premises and otherwise remain under Defendant's control during rest breaks under Defendant's uniformly applied policies and practices.

From at least four years prior to the filing of this lawsuit and continuing to the present, Defendant also consistently violated Labor Code § 221 by unlawfully collecting or deducting the Employees' earned wages, including by the above described off the clock work and on-duty work while on unpaid meal breaks. In addition to failing to authorize and permit rest breaks, Defendant unlawfully deducted up to 30 additional minutes for meal periods that were rarely provided or otherwise received without violation. Thus, by deducting 30 minutes for a meal that was generally not lawfully provided if at all, Defendant effectively and unlawfully deducted at least 30 minutes of hours worked from each Employee's daily work shifts. Defendant's managers would also move Plaintiffs' clock in times to later ones as much as needed to offset any unapproved overtime or to make a late meal period timely. By not compensating Employees for all hours worked, Defendant unlawfully deducted wages earned in violation of Labor Code § 221.

Defendant also violated California Labor Code § 246 by not providing all required paid sick days to Plaintiff and the Aggrieved Employees. Labor Code § 246 provides that an Employee who "works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section." Defendant failed to provide Plaintiffs and the other similarly Aggrieved Employees with all their required and earned sick days, in violation of Labor Code § 246. Additionally and upon information and belief, Defendant failed to provide COVID-19 supplemental sick leave to the Aggrieved Employees during the relevant time period, including by failing to provide two work weeks of COVID-19 supplemental paid sick leave as required under Labor Code §§ 248.1 and 248.2 and including damages and penalties as these sections are enforced through Labor Code § 248.5, which requires that: "If paid sick days were unlawfully withheld, the dollar amount of paid sick days withheld from the employee multiplied by three, or two hundred fifty dollars ($250), whichever amount is greater, but not to exceed an aggregate penalty of four thousand dollars ($4,000), shall be included in the administrative penalty."

Upon information and belief, Defendant also failed to provide Employees such as Plaintiff at the time of her employment and thereafter with written notice complying with all the requirements of Labor Code § 2810.5, which provides that: "At the time of hiring, an employer shall provide to each employee a written notice, in the language the employer normally uses to communicate employment-related information to the employee, containing" specific required information. Upon information and belief, Defendant failed to provide this information to the Aggrieved Employees as required under Labor Code § 2810.5. Defendant were required to provide Plaintiff and the aggrieved employee Aggrieved Employees certain specific information upon hiring pursuant to California Labor Code § 2810.5. Defendant failed to provide Plaintiff with any such information when she was hired, or have failed to produce it, and upon information and belief Defendant committed similar violations in connection with similarly situated and aggrieved Aggrieved Employees.

Defendant also consistently failed to provide Aggrieved Employees with timely, accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws including by the above-described requirement of off the clock work, failure to pay all overtime and double time wages owed and failure to pay them at the appropriate premium rates, and failure to pay premium wages for unprovided or otherwise unlawful meal and rest breaks, or by miscalculating any overtime or meal period or rest break premium wages and by the systematic and unlawful deductions Defendant took from Employee wages. Defendant also made it difficult to account with precision for the unlawfully withheld wages and meal and rest period compensation owed to Plaintiff and Aggrieved Employees, during the liability period, including because they did not calculate the regular rate of pay correctly when paying overtime or meal period premiums and because they did not implement and preserve a record-keeping method as required for nonexempt employees by California Labor Code §§ 226, 1174(d), and paragraph 7 of the applicable California Wage Orders. Upon information and belief, time clock punches were not maintained or were not accurately maintained for work shifts and meal periods, which were automatically presumed by Defendant to have been lawfully provided when they were not. Defendant also failed to accurately record and pay for all regular and overtime hours worked and submitted by Plaintiff and the Aggrieved Employees, including by failing to pay all overtime hours at the correctly calculated overtime premium rate. Defendant also failed to list the correct entity that is the legal employer of the Aggrieved Employees on wage statements in violation of section 226(a).

Defendant also failed to comply with Labor Code § 226(a) by inaccurately reporting total hours worked and total wages earned by Plaintiff and the Aggrieved Employees, along with the appropriate applicable rates, among other requirements. Plaintiff and Aggrieved Employees are therefore entitled to penalties not to exceed $4,000.00 for each employee pursuant to Labor Code § 226(b). Defendant also failed to comply with paragraph 7 of the applicable California IWC Wage Orders by failing to maintain time records showing when the employee begins and ends each work period, meal periods, and wages earned pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from payment of wages and accurately reporting total hours worked.

Defendant also required Plaintiff and the Aggrieved Employees to work hours off the clock for which they were not compensated. They were required to endure off the clock work addressed above during interrupted or otherwise on-duty meal and rest periods and were not provided with sick pay and supplemental sick leave and were subjected to systematic off the clock work. Defendant also failed to pay all overtime premium wages owed for work conducted on a work shift and a workday or failed to pay it at the correct rate, as addressed above. Therefore, Defendant also followed a uniform and consistent policy of failing to pay all wages owed to

Plaintiff and other similarly situated Employees at the time of their termination or within seventytwo hours of their resignation, as required by California wage-and-hour laws, including Labor Code § 203.

Additionally, from at least four years prior to the filing of this lawsuit and continuing to the present, Defendant regularly required Plaintiff and the Aggrieved Employees to incur necessary business expenses in the course of performing their required job duties without reimbursement. These included the cell phone-related expenses Plaintiff incurred in responding to work related calls. During Plaintiff's employment with Defendant, Defendant provided her with a work phone number so she could conduct work-related matters but she had to answer workrelated calls from her personal cellphone. Plaintiff was also required to incur work related expenses as she was required to work from home, such as internet and a computer. Plaintiff also made several purchases like a mousepad, headset, office supplies, and a folding table. Plaintiff and the Aggrieved Employees must be reimbursed for these necessary business expenses under Labor Code § 2802 and Defendant systematically failed to do so.

PAGA Claim Details, Legal Bases for Violations and Penalties:
As addressed above and in further detail in the attached Class Action Complaint, Plaintiff and the Aggrieved Employees complain of the following violations committed by Defendant:

Failure to Pay Minimum Wages
Defendant violated the law by failing to pay Aggrieved Employees minimum wages for all hours worked. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage" states, "[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful." The applicable minimum wages fixed by the commission for work during the relevant period is found in the Wage Orders.

Defendant failed to pay Employees the minimum wages they were owed, including by their consistent policy of failing to pay Employees for all hours worked. Employees would work hours and not receive wages, including as alleged above in connection with off-the-clock work, including all the time required to remain on duty and under Defendant's control during breaks and due to the work demands placed upon them by Defendant's management and due to unlawful rounding. Defendant, and each of them, have also intentionally and improperly rounded, changed, adjusted, and/or modified Employee hours, or required Employees to do so, and imposed difficult-to-attain job and shift scheduling requirements on Plaintiff and the Aggrieved Employees, which resulted in off the clock work and underpayment of all wages owed to Employees over a period of time, while benefiting Defendant. During the relevant time period, Defendant thus regularly failed to pay minimum wages to Aggrieved Employees, including by requiring systematic off-the-clock work. Defendant's uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to the Aggrieved Employees as a whole, as a result of implementing a uniform policy and practice that denied accurate compensation to Plaintiff and the other Aggrieved Employees as to minimum wage pay.

In light of the foregoing, the Aggrieved Employees seek to recover wages and penalties. Aggrieved Employees are entitled to recover the unpaid minimum wages (including double minimum wages), liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant to California Labor Code § 1194(a). Plaintiff and the other Aggrieved employees further request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of any statutory and civil penalties against Defendant, in a sum as provided by the California Labor Code and/or other applicable statutes, including pursuant to Labor Code § 558, and Wage Order provisions. To the extent minimum wage compensation is determined to be owed to the Aggrieved Employees who have terminated their employment, Defendant's conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties under California Labor Code § 203, which penalties are sought herein on behalf of these Aggrieved Employees. Defendant's failure to timely pay all wages owed also violated Labor Code § 204 and resulted in violations of Labor Code § 226 because they resulted in the issuance of inaccurate wage statements. Defendant's conduct as alleged herein was willful, intentional and not in good faith. Further, Plaintiff and other Aggrieved Employees are entitled to seek and recover statutory costs.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Pay Wages and Overtime in Violation of Labor Code § 510

Defendant violated the law by failing to pay Aggrieved Employees earned wages and overtime. Specifically, Defendant had a consistent policy of not paying Employees wages for all hours worked, including hours at their required regular, overtime, and double-time rates. Defendant, and each of them, have intentionally and improperly rounded, changed, adjusted and/or modified certain employees' hours, including Plaintiff's, or required Aggrieved Employees to do so, or otherwise caused them to work off the clock to avoid paying Aggrieved Employees all earned and owed straight time and overtime wages and other benefits, in violation of the California Labor Code, the California Code of Regulations and the IWC Wage Orders and guidelines set forth by the Division of Labor Standards and Enforcement. Based on information and belief, Defendant did not make available to Employees a reasonable protocol for correcting time records when Employees worked overtime hours or to fix incorrect time entries or those that Defendant unlawfully under-recorded to the Employee's detriment. Defendant also violated these provisions by requiring Plaintiff and other similarly situated Aggrieved Employees to work through meal periods when they were required to be clocked out or to otherwise work off the clock to complete their daily job duties.

In light of the foregoing, Aggrieved Employees seek to recover wages and penalties pursuant to the California Labor Code, including Labor Code §§ 204, 510, 558, 1174, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including paragraphs 2(K), 2(S), 3(A), 4, and 20. Defendant is liable to Employees for the full amount of all their unpaid wages and overtime

compensation, with interest, plus their reasonable attorneys' fees and costs, as well as the assessment of any statutory penalties against Defendant, and each of them, and any additional sums as provided by the Labor Code and/or other statutes and Wage Order provisions.
Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Meal-Period Liability Under Labor Code § 226.7 and Penalties
Defendant has regularly required Aggrieved Employees to work shifts in excess of five hours without providing them with uninterrupted meal periods of not less than thirty minutes as required under Labor Code §§ 226.7, 512, and paragraph 11 of the applicable Wage Orders. Specifically, Aggrieved Employees were forced to incur shortened meal periods due to the work demands placed upon them by Defendant's management, were provided with breaks late and well after the fifth hour of work, could not be relieved to take breaks, or were required to remain on-duty at all times and were unable to take off-duty breaks or were otherwise not provided with the opportunity to take required breaks due to Defendant's policies and practices.

On the occasions when Aggrieved Employees were provided with a meal period, it was often untimely or interrupted by having to respond to work demands or remain under Defendant's control, in violation of the Labor Code and applicable Wage Orders. On shifts over ten hours, second meal periods were not provided. Defendant also failed to pay Aggrieved Employees "premium pay," i.e., one hour of wages at each Aggrieved Employee's effective regular rate of pay, for each meal period that Defendant failed to provide or deficiently provided. Therefore, pursuant to Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one (1) hour of wages at their effective hourly rates of pay for each meal period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendant, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2) and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Rest-Break Liability and Penalties
Defendant has consistently failed to provide Aggrieved Employees with paid rest breaks of not less than ten minutes for every work period of four or more consecutive hours, as required under Labor Code § 226.7. Specifically, Defendant provided rest periods untimely or for shortened durations due to the work demands placed upon them by Defendant's management, and Defendant's policy discouraged and effectively prevented Aggrieved Employees from leaving Defendant's premises. Defendant also failed to pay Aggrieved Employees premium pay for each day on which requisite rest breaks were not provided or were deficiently provided.

Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their effective hourly rates of pay for each meal period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendant, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions. Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Issue Accurate Wage Statements in Violation of Labor Code § 226
California Labor Code § 226(a) requires an employer to furnish each employee with an accurate, itemized wage statements in writing. These statements must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the employee's wages; or, if wages are paid by cash or personal check, these statements may be given to the employee separately from the payment of wages; in either case the employer must give the employee these statements twice a month or each time wages are paid. As a direct and proximate cause of Defendant's violation of Labor Code § 226(a), Aggrieved Employees suffered injuries, including among other things confusion over whether they received all wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing them to make mathematical computations to analyze whether the wages paid in fact compensated them correctly for all hours worked.

Defendant failed to provide Aggrieved Employees with accurate itemized wage statements in writing, as required by the Labor Code. Specifically, the wage statements given to Aggrieved Employees failed to accurately account for unpaid wages, overtime, premium pay for deficiently provided meal periods and rest breaks, and unlawfully received or collected wages, as discussed above, and failed to list accurate rates of pay due to miscalculations of overtime and premium pay. In light of these violations, and pursuant to Labor Code §§ 226(a) and 226(e) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, Aggrieved Employees are 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) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars ($4,000). They are also entitled to an award of costs and reasonable attorneys' fees.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to provide Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendant committed ongoing violations giving rise to civil penalties under Labor Code §226.3, which in addition to other penalties provided by law, subjects Defendant to "a penalty in the amount of two hundred fifty dollars ($250) per employee per violation in an initial citation and one thousand dollars ($1,000) per employee for each violation in a subsequent citation, …"

Unlawfully Collecting or Receiving Wages in Violation of Labor Code § 221
Labor Code § 221 provides, "It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee." As discussed above, Defendant has consistently violated Labor Code § 221 by unlawfully collecting or deducting the Employees' earned wages, including by the above described off-the-clock work and unlawful rounding and overtime miscalculation. By not compensating Employees for all hours worked, Defendant unlawfully deducted wages earned by and owed to Aggrieved Employees, in violation of Labor Code § 221. In light of the foregoing, Plaintiff and Aggrieved Employees seek to recover penalties pursuant to Labor Code § 558. Under the PAGA, and following exhaustion of the notice period, Plaintiff seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Issue Semimonthly Payments in Violation of Labor Code § 204
In failing to pay Aggrieved Employees wages, overtime, premium pay, etc., Defendant failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendant failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as well as the meal and rest periods taken by Aggrieved Employees, as required by Labor Code § 1174 and the applicable IWC wage orders. In light of the forgoing, Plaintiff and Aggrieved Employees seek to recover wages and penalties, interest, fees and costs pursuant to Labor Code §§ 210, 218.5, 558, and 1194. In failing to pay Aggrieved Employees minimum wages and overtime, by unlawful rounding and off the clock work, by not providing proper meal and rest periods, failing to provide accurate itemized wage statements, and failing to pay Employees wages upon termination or timely upon resignation, all discussed above, Defendant failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendant also failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as required by Labor Code § 1174 and paragraph 7 of the applicable IWC Wage Orders, entitling Aggrieved Employees to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 203, 204, 2926, 2927, and 2699.5 seeking all civil penalties available and applicable under Labor Code §§ 204, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Waiting Time Penalties Pursuant to Labor Code § 203
Some Aggrieved Employees no longer work for Defendant; they either resigned or were terminated from Defendant's employ. Based on the foregoing, Defendant has had a consistent

policy of failing to pay all wages earned by and owed to Aggrieved Employees at the time of their termination or within seventy-two hours of their resignation, as required by California under Labor Code § 203. In light of the foregoing, Plaintiff and Aggrieved Employees seek to recover wages and penalties pursuant to Labor Code § 558 and further specifically seek penalties and wages under Labor Code § 203, which provides that an employee's wages shall continue until paid for up to thirty (30) days from the date they were due. Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199, 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Provide Paid Sick Days and COVID-19 Supplemental Sick Leave

Defendant violated California Labor Code § 246 by not providing all required paid sick days to Plaintiff and the Aggrieved Employees. Labor Code § 246 provides that an Employee who "works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section." Defendant failed to provide Plaintiffs and the other similarly Aggrieved Employees with all their required and earned sick days, in violation of Labor Code § 246. Defendant also failed to provide COVID-19 supplemental sick leave to the Aggrieved Employees during the relevant time period, including by failing to provide two work weeks of COVID-19 supplemental paid sick leave as required under Labor Code §§ 248.1 and 248.2 and including damages and penalties as these sections are enforced through Labor Code § 248.5, which requires that: "If paid sick days were unlawfully withheld, the dollar amount of paid sick days withheld from the employee multiplied by three, or two hundred fifty dollars ($250), whichever amount is greater, but not to exceed an aggregate penalty of four thousand dollars ($4,000), shall be included in the administrative penalty."

Plaintiff accordingly seeks this relief available for Defendant's failure to provide Aggrieved Employees with all their required and earned sick days and all their COVID-19 supplemental sick leave in violation of Labor Code §§ 246, 248.1, and the civil and statutory penalties available and applicable under Labor Code §§ 246, 248.1, 248.2, 248.5, 558, 1194.2, 1197.1, 1198, 1199, and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Provide Information Upon Hiring Pursuant to Labor Code § 2810.5:

Labor Code § 2810.5 provides that: "At the time of hiring, an employer shall provide to each employee a written notice, in the language the employer normally uses to communicate employment-related information to the employee, containing" specific required information. Upon information and belief, Defendant failed to provide this information to the Aggrieved Employees as required under Labor Code § 2810.5. Under the PAGA, and following exhaustion of the notice period, Plaintiff seeks all civil and statutory penalties available and applicable under

Labor Code §§ 2810.5, 1198, and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Reimburse Necessary Business Expenses Under Labor Code § 2802
Defendant required Plaintiff and the Aggrieved Employees to pay for necessary work-related expenses they incurred. These included the cell phone-related expenses Plaintiff incurred in responding to calls, texts, and emails from managers and colleagues. Defendant thus uniformly failed to reimburse those lawful and necessary work-related expenses or losses incurred in direct discharge of their job duties during employment with Defendant and at the direction of the Defendant pursuant to Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9. Defendant is liable for PAGA penalties resulting from their failure to reimburse necessary business expenses incurred by the Aggrieved Employees.

Accordingly, Aggrieved Employees are entitled to recover, and hereby seek through this Representative Action, all civil and statutory penalties authorized for violations of California Labor Code §§ 1198 and 2802, and Section 9(B) of the applicable IWC Wage Orders, and Plaintiff seeks all civil and statutory penalties available and applicable under Labor Code §§ 2802 and 2699(f)(2), and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Unfair Competition Under Business and Professions Code § 17200, *et seq.*
Consequently, Defendant's conduct has been and continues to be unfair, unlawful, and harmful to Aggrieved Employees and the general public in violation of Business & Professions Code § 17200 *et seq*.

Plaintiff's PAGA Claim under Labor Code § 2698 *et seq*. and Recovery Bases:
After complying with the notice procedures of Labor Code § 2699.3 and the running of the notice period after the filing of the attached Class Action Complaint, Plaintiff will file an amended Complaint asserting, as a representative action on behalf of the California Attorney General and the other similarly Aggrieved Employees, a PAGA claim for violations of the above addressed underlying claims and seeking penalties as specified by the applicable corresponding provisions.

Plaintiff and the Aggrieved Employees seek penalties under Labor Code §§ 2698 and 2699 for Defendant's violation of Labor Code provisions included under Labor Code § 2699.5, including the penalty provisions, without limitation, based, *inter alia*, on the following California Labor Code sections: 201, 202, 203, 204, 226, 226.7, 246, 248.1, 248.2, 248.5, 510, 512, 558, 1174, 1174.5, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, and 2698 *et seq*., including as follows:

(a) Wage Claims: For failure to provide Plaintiff and the Aggrieved Employees all earned regular pay and minimum wages for regular hours worked and for failure to pay overtime premium wages for overtime hours worked under Labor Code §§ 510, 1194(a), 1197, and 1198, and paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1198, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(b) Meal and Rest Period Claims: For failure to provide Plaintiff and the Aggrieved Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit them to take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable, including under paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(c) Inaccurate Wage Statements and Failure to Maintain Records: For failure to provide Plaintiff and the Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendant committed ongoing violations giving rise to civil penalties under Labor Code §226.3, which in addition to other penalties provided by law, subjects Defendant to "a penalty in the amount of two hundred fifty dollars ($250) per employee per violation in an initial citation and one thousand dollars ($1,000) per employee for each violation in a subsequent citation, …";

(d) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(e) Unlawful Deductions and Failure to Reimburse Business Expenses: For Defendant's unlawful deductions from wages and for Defendant's failure to reimburse the necessary work-related expenses incurred under Labor Code §§ 221, 1197, 1197.1, 1198, and 2802, and Sections 2(K), 4, 9, and 20 of the applicable IWC Wage Order(s), seeking civil penalties available and applicable under Labor Code §§ 221, 1197, 1197.1, 1198, 2802, 2699.5, and 2699(f)(2) and paragraph 9 and 20 of the IWC Wage Orders, and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(f) Failure to Provide Paid Sick Days and COVID-19 Supplemental Sick Leave: For Defendant's failure to provide Employees with all their required and earned sick days and all their COVID-19 supplemental sick leave in violation of Labor Code §§ 246, 248.1, 248.2, and the civil and statutory penalties available and applicable under Labor Code §§ 246, 248.1, 248.2, 248.5, 558, 1194.2, 1197.1, 1198, 1199, and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1); and

(g) All Other Alleged Violations of the Labor Code and IWC Wage Orders: For Labor Code §§ 212, 2810.5, and any above-addressed violation of the applicable provisions of the Labor Code and IWC Wage Orders constituting violations of Labor Code § 1198 and Labor Code § 2699.5, and seeking penalties available and applicable under Labor Code § 2699(f)(2) and paragraph 20 of the applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Plaintiff filed a class action complaint with the Superior Court for the County of Stanislaus on January 5, 2024, and would like to file an amended complaint bringing penalties under PAGA, pursuant to the Act, on behalf of herself and all other similarly situated Aggrieved Employees, and the State of California, against Defendant Nucor Building Group West LLC and Does 1 through 50 inclusive. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of the judicial economy will be served by allowing the case to proceed as a cohesive whole.

This letter and the attached Complaint therefore provide the requisite notice under the Act to the LWDA and Defendant by setting forth the specific provisions of the Labor Code and related provisions Plaintiff alleges have been violated, including the facts and relevant theories alleged against Nucor Buildings Group West LLC and any other named Defendants. To prevent the violations described in the Complaint and herein from occurring, and to remedy past violations, Plaintiff respectfully requests that the LWDA conduct an investigation into Defendant's employment practices in accordance with the Act.

Wherefore we request that you advise us, by certified mail within sixty days of the postmark on this letter, whether you intend to proceed with these claims or whether Plaintiff and the Aggrieved Employees should include them in an amended Labor Code § 2698 *et seq.* claim under the Act in an amended Complaint.

Regards,

D.LAW INC.

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Cc: Nucor Buildings Group West LLC by Certified Mail