

VICTORIA RODRIGUEZ

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December 12, 2024

VIA ON-LINE FILING WITH LWDA AND CERTIFIED MAIL, RETURN RECEIPT
REQUESTED TO EMPLOYER

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

Re: *Rodriguez v. Penske Truck Leasing Co. LP*

To Whom It May Concern:

This correspondence shall constitute written notice under Labor Code section 2699.3 of the claims asserted on behalf of myself and all similarly aggrieved employees against my former employer, Penske Truck Leasing Co. LP (the "Company"). Specifically, I allege that the Company:

1. Violated Labor Code §§ 226.7 and 512 by failing to provide me and other similarly situated aggrieved employees our meal and rest periods, including failing to provide such breaks on time, and further, by failing to pay premium pay at our regular rates of pay as required by these provisions. Labor Code § 226.7(c) states that "the employer shall pay the employee one additional hour of pay at the employee's **regular rate** of compensation for each workday that the meal or rest or recovery period is not provided." Throughout our employment with the Company, other non-exempt employees and I earned non-discretionary remuneration, including, but not limited to incentives, shift differentials/premiums. As these items are non-discretionary forms of remuneration, they should have been included in the regular rate of pay for purposes of paying me and other employees our meal and rest period premium pay. However, whenever the Company paid me and other employees our meal and rest period premium pay during periods in which we earned this non-discretionary remuneration, the meal and rest period premium was always paid at less than our regular rate of pay. Further as a result of such violations, the Company violated Labor Code §§ 201-203 by not paying employees all of their wages upon separation of employment due to the underpaid meal and rest break premiums and Labor Code § 226 by failing to accurately identifying the accurate rate of pay, and gross and net wages earned.

2. Violated Labor Code §§ 201-203 and 246 by failing to pay me and all similarly situated aggrieved employees sick pay at the regular rate of pay as the Company failed to include non-discretionary remuneration, including, but not limited to, shift differentials/premiums, into the regular rate of pay for sick pay wages. Further, as a result of such violations, the Company violated Labor Code § 226 as the wage statements failed to accurately identify the accurate rates of pay and gross/net wages earned.

3. Violated Labor Code §226(a) by failing to provide accurate wage statements to me and other similarly situated aggrieved employees. Specifically, whenever we were paid shift

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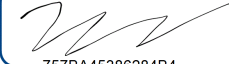
premium/differential pay, the wage statements failed to identify the applicable hourly rate and hours for such wages.

The address for the Company is:

Penske Truck Leasing Co. LP
RT 10 Green Hills Box 563
Reading, PA 19603

Please contact my attorneys at the address/telephone number listed above if you have any questions regarding this matter.

Sincerely,

Signed by:

757BA45386284B4...
Victoria Rodriguez

cc: Penske Truck Leasing Co. LP (by certified mail)