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August 17, 2026

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

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

Maersk Logistics & Services USA, Inc.
1505 Corporation, C T Corporation System
330 N Brand Blvd.
Glendale, CA 92103

RE: California Labor Code § 2699.3 PAGA Notice of Labor Code Violations

Dear PAGA Administrator and Maersk Logistics & Services USA, Inc.:

This letter will serve as notice of allegations pursuant to the Private Attorney General Act of 2004 (“PAGA”), California Labor Code §2699.3. Mr. Ronald Hudson (“Mr. Hudson”) has retained Serino & Nocon LLP and Schack Law Group to represent him and other aggrieved employees in connection with several employment law violations by his former employer Maersk Logistics & Services USA, Inc. (“Maersk” or “Employer”). Employer is an entity doing business throughout California.

Pursuant to California Labor Code section 2699.3, Mr. Hudson, on behalf of himself, and on behalf of similarly situated aggrieved current and former employees of Maersk, hereby gives written notice (“Notice”) of his claims against Employer. This Notice is being provided to the



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California Labor and Workforce Development Agency (“LWDA”) and the Employer through its registered agent for process and corporate addresses registered with the California Secretary of State via certified mail. This Notice also serves to demonstrate Mr. Hudson’s reasonable attempt at settlement with Employer. If Employer is interested in settling this matter before a lawsuit is filed, they may contact Serino & Nocon LLP using the contact information included on the letterhead. This settlement attempt is in compliance with relevant California law.

As further detailed below, Maersk has violated and/or has caused to be violated, several Labor Code provisions, including with respect to their failure to provide compliant meal and rest break periods, provide premium pay for missed meal and rest break periods, pay all wages owed, pay overtime wages, provide accurate, itemized wage statements, maintain accurate time records, and to timely pay final wages. Accordingly, Maersk is liable for damages as well as civil penalties under California Labor Code §§ 2698 *et seq.* We therefore request that the Agency investigate the claims alleged below or notify us of its intent not to do so.

This notice is based upon information presently available to the aggrieved employee, Mr. Hudson. Discovery is expected to reveal additional violations, factual support, and aggrieved employees. Accordingly, the factual allegations below are illustrative rather than exhaustive, and Employer is on notice that the investigation remains ongoing.

I. REVELENT FACTS

A. Aggrieved Employee, Ronald Hudson

Mr. Hudson was employed by Employer as a non-exempt hourly truck driver from approximately November 2023 through June 2026. During his employment, Mr. Hudson was based out of Employer's San Diego facility and made pickups and deliveries exclusively within Southern California. One hundred percent of Mr. Hudson’s work was performed in the State of California. Mr. Hudson was paid approximately \$29.57 per hour.

Mr. Hudson generally worked approximately five shifts per week. His typical workday began around 7:30 a.m. and ended around 5:30 p.m. or 6:00 p.m. He regularly worked shifts exceeding eight hours and frequently exceeding ten hours. Mr. Hudson was terminated on June 26, 2026.



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B. Employer's Delivery and Scheduling Practices Effectively Prohibited Drivers, including Mr. Hudson, from Taking Required Meal and Rest Breaks

Throughout Mr. Hudson's employment, Employer maintained delivery schedules, quotas, and customer pickup/delivery windows that made it impracticable and frequently impossible for drivers to take legally compliant meal and rest periods. Employer's supervisors routinely instructed drivers that deliveries had to be completed within designated delivery windows and communicated, both expressly and implicitly, that drivers were expected to forego legally required breaks in order to satisfy operational demands. Supervisors directly instructed Mr. Hudson not to stop for meal or rest periods, including but not limited to, if doing so would interfere with scheduled deliveries. At the same time, management imposed production expectations that effectively prevented drivers from taking compliant off-duty meal periods or duty-free rest periods.

As a result, Mr. Hudson and others were denied uninterrupted meal periods during which he was relieved of all duty. Instead, because of Employer's scheduling requirements and supervisory directives, Mr. Hudson routinely worked through all or substantial portions of the automatically deducted meal period. Even during purported meal periods, Mr. Hudson remained subject to dispatch communications and operational demands, preventing him from being fully relieved of duty.

Mr. Hudson is informed and believes that these practices were not unique to him but affected numerous drivers assigned to Employer's San Diego operation and other California locations. Mr. Hudson is informed and believes that at least eleven other drivers assigned to the San Diego yard were subjected to substantially similar scheduling practices, and that Employer implemented these practices on a broader statewide basis.

C. Employer Maintained a Practice of Automatically Deducting Meal Periods and Thereby Unlawfully Shaved Time Off of Employee Timecards

Employer maintained a practice of automatically deducting thirty minutes from Mr. Hudson's daily hours worked for each assumed meal period and/or requiring Mr. Hudson to clock out for meals regardless of whether Mr. Hudson actually received legally compliant meal periods. As a result, Employer knowingly failed to compensate Mr. Hudson for all hours worked. These automatic deductions reduced Mr. Hudson's recorded hours, resulting in unpaid straight-time wages, unpaid overtime compensation, inaccurate payroll records, and inaccurate wage statements.



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Mr. Hudson is informed and believes Employer knew or reasonably should have known that drivers routinely worked through automatically deducted meal periods but nevertheless continued applying the automatic deduction policy.

II. RESULTING LABOR CODE VIOLATIONS

A. Meal and Rest Period Violations (Cal. Lab. Code §§ 226.7, 512, 1198 Wage Order 9 ¶¶ 11, 12)

California Wage Order 9, paragraph 11 states:

“(A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day’s work the meal period may be waived by mutual consent of the employer and the employee.

(B) An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 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.

(C) Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an “on duty” meal period and counted as time worked. An “on-duty” meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.

(D) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the meal period is not provided.”

California Wage Order 9, paragraph 12 further states:

“(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at



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the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. . .

(B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided."

As discussed above, because of Employer's delivery quotas, scheduling requirements, supervisory directives, and operational demands, Mr. Hudson rarely received legally compliant meal and rest periods. When meal and rest periods occurred, they were frequently untimely, interrupted, shortened, or otherwise noncompliant because Mr. Hudson remained responsible for work duties and subject to Employer's control. Thus, Employer regularly failed to relieve Mr. Hudson of all duty and failed to provide Mr. Hudson a reasonable opportunity to take uninterrupted, duty-free meal and rest periods as required by California law. Despite this practice and the routine violations resulting therefrom, Employer failed to pay premium wages for missed, late, shortened, or interrupted meal and rest periods as required under California Labor Code § 226.7(c). On information and belief, Employer subjected other aggrieved employees to these same practices and likewise routinely denied them meal and rest periods as required under California law.

By failing to provide Mr. Hudson and other aggrieved employees with legally compliant meal periods and rest periods, and by failing to pay the premium compensation required when compliant meal or rest periods were not provided, Employer violated Labor Code sections 226.7, 512, and 1198, as well as paragraphs 11 and 12 of IWC Wage Order No. 9-2001. Accordingly, Employer is subject to the civil penalties authorized by the Labor Code and recoverable pursuant to the Private Attorneys General Act.

B. Failure to Pay All Wages Owed (Cal. Lab. Code §§ 204, 210)

California Labor Code section 204(a) renders "[a]ll wages . . . earned by any person in any employment [] due and payable twice during each calendar month, on days designated by the employer as the regular pay days." "[E]very person who fails to pay the wages of each employee as provided in Section[] . . . 204 . . . shall be subject to a penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee. (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each



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failure to pay each employee, plus 25 percent of the amount unlawfully withheld.” (Cal. Lab. Code § 210(a)(1)–(2).)

As discussed above, Employer maintained a practice of automatically deducting thirty minutes from Mr. Hudson’s daily hours worked for each assumed meal period regardless of whether he actually received legally compliant meal periods. As a result, Employer knowingly failed to compensate Mr. Hudson for all hours worked. Mr. Hudson regularly performed compensable work during periods that Employer nevertheless deducted from his recorded work time, resulting in the underpayment of straight-time wages. On information and belief, Employer subjected other aggrieved employees to the same automatic meal period deduction practice, causing them to likewise be underpaid for all hours worked.

By failing to pay Mr. Hudson and other aggrieved employees all wages earned during each pay period, Employer violated Labor Code § 204 and is subject to the civil penalties prescribed by Labor Code § 210 and recoverable pursuant to the Private Attorneys General Act.

C. Failure to Pay Overtime Wages (Cal. Wage Order 9, ¶ 3)

California Wage Order 9, paragraph 3 states:

“(1) . . . employees shall not be employed more than eight (8) hours in any workday or more than 40 hours in any workweek unless the employee receives one and one-half (1 1/2) times such employee’s regular rate of pay for all hours worked over 40 hours in the workweek. Eight (8) hours of labor constitutes a day’s work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than:

(a) One and one-half (1 1/2) times the employee’s regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek; and

(b) Double the employee’s regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek. . . .”

Employer’s practice of automatically deducting meal periods that were not taken also artificially reduced Mr. Hudson’s recorded daily and weekly hours worked. Consequently,



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Employer's overtime calculations excluded compensable work time, resulting in the underpayment of overtime wages. Mr. Hudson regularly worked in excess of eight hours per day and forty hours per week. On information and belief, other aggrieved employees likewise regularly worked overtime hours.

By failing to include all hours worked when calculating overtime compensation, Employer violated California Wage Order No. 9, paragraph 3, and Labor Code §§ 510 and 1198. As a result, Employee and other aggrieved employees were not paid one and one-half times their regular rate of pay for all hours worked in excess of eight hours in a workday and forty hours in a workweek, and, where applicable, were not paid double their regular rate of pay for hours worked in excess of twelve hours in a workday. Accordingly, Employee and other aggrieved employees are entitled to recover all unpaid overtime wages, statutory interest, and all civil penalties available under the Labor Code, including, but not limited to, those recoverable pursuant to the Private Attorneys General Act, Labor Code §§ 2698 *et seq.*

D. Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226)

California Labor Code § 226(a) requires employers to furnish employees with accurate, itemized wage statements containing, among other things, the total hours worked, gross wages earned, net wages earned, all applicable hourly rates in effect during the pay period, and the corresponding number of hours worked at each hourly rate.

As discussed above, Employer maintained a practice of automatically deducting thirty minutes from Mr. Hudson's daily hours worked for each assumed meal period regardless of whether Mr. Hudson actually received legally compliant meal periods. Because Employer deducted compensable work time from Mr. Hudson's recorded hours, the wage statements issued to him failed accurately to reflect the total hours worked and the wages earned during the applicable pay periods. Moreover, because the automatic meal period deductions reduced Mr. Hudson's recorded hours, Employer also understated overtime hours worked and the corresponding overtime wages owed. On information and belief, Employer issued similarly inaccurate wage statements to other aggrieved employees who were subjected to the same automatic meal period deduction practice.

By knowingly issuing wage statements that failed accurately to report Mr. Hudson's hours worked and wages earned, Employer violated Labor Code section 226(a) and is subject to the civil penalties available under Labor Code § 226.3 and the Private Attorneys General Act.

E. Failure to Maintain Accurate Time Records (Cal. Lab. Code §§ 1174(d), 1174.5)



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California Labor Code § 1174(d) requires every employer to maintain payroll records showing, among other things, the hours worked daily by, and the wages paid to, each employee. Labor Code § 1174.5 authorizes a civil penalty of five hundred dollars (\$500) against any employer who willfully fails to maintain accurate and complete records as required under § 1174(d).

As discussed above, Employer maintained a policy and practice of automatically deducting thirty minutes from Mr. Hudson's daily hours worked for each assumed meal period regardless of whether Mr. Hudson actually received legally compliant meal periods. Employer also had a policy and practice of adjusting time records. As a result, Employer's payroll and timekeeping records did not accurately reflect the hours Mr. Hudson actually worked because they excluded compensable work time that Employer knew or should have known Employee performed. The inaccurate recording of Mr. Hudson's work time also resulted in payroll records that understated his daily and weekly hours worked and failed to accurately reflect all wages earned. On information and belief, Employer maintained similarly inaccurate payroll and timekeeping records for other aggrieved employees subjected to the same automatic meal period deduction practice.

By failing to maintain accurate records of the actual hours worked by Mr. Hudson and other aggrieved employees, Employer violated Labor Code sections 1174(d) and 1174.5 and is subject to the civil penalties authorized by those provisions and recoverable pursuant to the Private Attorneys General Act.

F. Failure to Timely Pay Final Wages (Cal. Lab. Code §§ 201, 203)

California Labor Code § 201(a) requires an employer to pay all wages earned and unpaid immediately upon discharge. Labor Code § 203 provides that if an employer willfully fails to timely pay all wages due in accordance with section 201, the employee's wages shall continue as a penalty from the due date until paid, up to a maximum of thirty days.

As discussed above, Employer maintained a practice of automatically deducting thirty minutes from Mr. Hudson's daily hours worked for each assumed meal period regardless of whether he actually received legally compliant meal periods. As a result, Employer failed to compensate Mr. Hudson for all hours worked, including straight-time wages and overtime wages. Employer also failed to pay all meal period and rest period premium wages owed under Labor Code § 226.7.

Mr. Hudson's employment was terminated on June 26, 2026. Upon termination, Employer failed to pay Employee all wages due and owing, including unpaid straight-time



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wages, overtime wages, and meal and rest period premium wages. On information and belief, Employer likewise failed to timely pay all wages due to other aggrieved employees whose employment ended after they were subjected to the same unlawful pay practices. By willfully failing to timely pay all wages due upon Mr. Hudson's separation from employment, Employer violated Labor Code sections 201 and 203 and is subject to the civil penalties authorized by the Labor Code and recoverable pursuant to the Private Attorneys General Act.

G. Liability for PAGA Penalties

Mr. Hudson alleges that each of the foregoing violations constitutes one or more predicate violations for purposes of PAGA and seeks recovery of all available civil penalties pursuant to Labor Code §§ 2698 through 2699.6.

III. AGGRIEVED EMPLOYEES

Mr. Hudson is informed and believes that Employer subjected numerous other non-exempt truck drivers throughout California to substantially similar unlawful practices, including but not limited to:

- Maintaining delivery schedules incompatible with compliant meal and rest periods;
- Directing or encouraging drivers to work through legally required breaks;
- Automatically deducting meal periods regardless of whether they were actually taken;
- Failing to pay premium wages for missed meal and rest periods;
- Failing to pay all straight-time and overtime wages;
- Issuing inaccurate wage statements; and
- Maintaining inaccurate payroll and time records.

Mr. Hudson therefore brings this notice on behalf of himself and all other aggrieved employees within the meaning of Labor Code section 2699(c).

IV. CONCLUSION

Mr. Hudson hereby provides notice to the Labor and Workforce Development Agency and Maersk of the Labor Code violations described above and intends to pursue all available civil penalties under the Private Attorneys General Act after the statutory notice period has expired, unless the alleged violations are timely cured where permitted by statute.

Mr. Hudson expressly reserves the right to amend or supplement these allegations as additional facts become known through further investigation and discovery. Nothing contained



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herein shall be construed as limiting the scope of any subsequently filed representative action or any additional Labor Code violations revealed through investigation.

Very Truly Yours,

Shannon Nocon
SERINO & NOCON LLP
Shannon F. Nocon, Esq.