



STATE OF CALIFORNIA
Labor & Workforce Development Agency

GOVERNOR Gavin Newsom • SECRETARY Stewart Knox

Agricultural Labor Relations Board • California Unemployment Insurance Appeals Board
California Workforce Development Board • Department of Industrial Relations
Employment Development Department • Employment Training Panel • Public Employment Relations Board

September 17, 2026

Orion S. Robinson
Robinson Di Lando
801 South Grand Avenue, Suite 500
Los Angeles, CA 90017

Via Email
orobinson@rdwlaw.com

Notice Directing Submission of Amended PAGA Notices
(See Index Listing Cases)

Dear Mr. Robinson:

It has come to the attention of the Private Attorneys General Act (PAGA) Unit of the California Labor and Workforce Development Agency (LWDA) that you have filed numerous PAGA notices containing boilerplate claims on behalf of allegedly aggrieved employees against employers throughout the state. Based on a demonstrated pattern of conduct evidencing abuse of the prelitigation administrative processes administered by LWDA, you hereby are directed to file amended PAGA notices in each pending matter listed in the index included with this letter consistent with the instructions provided. Failure to correct this behavior moving forward may result in additional action against you.

I. Background

You have filed about 139 PAGA notices since January 1, 2026.¹ The LWDA PAGA Unit has serious concerns based on its review of a representative sampling the PAGA notices you are filing—in particular, regarding the boilerplate nature of the notices and the manner in which the violations they describe are alleged. The notices are virtually identical in all respects except for (1) the name of the employee, (2) the name of the employer, (3) the dates of the employee's employment; and (4) the employee's position. In nearly every case you state

¹ See PAGA Case Search Web site, search results for PAGA notices filed by "Orion Robinson" between January 1, 2026, and September 16, 2026, available at <<https://cadir.my.salesforce-sites.com/PagaSearch/PAGASearchResults?ed=2026-09-17&sd=2026-01-01&ss=orion+robinson&st=PAGA+Notice>> [as of Sept. 17, 2026].

there are exactly 50 impacted employees. Three PAGA notices you have filed within the past 65 days are included with this letter as examples to illustrate the nature of the boilerplate PAGA notices you are filing. The notices allege the same violations using the same language without any “facts and theories” unique to the circumstances of any particular claimant’s employment experiences. (Lab. Code, § 2699.3, subds. (a)(1)(A), (c)(1)(A).)² These types of filing practices frustrate the purposes and policies of the law, including the LWDA’s ability to assess the nature, scope, or seriousness—as well as the veracity—of the violations alleged.

II. PAGA’s Administrative Notice Requirements

Before an “aggrieved employee” may commence a civil action under PAGA, section 2699.3, subdivision (c)(1) requires the employee give written notice to the LWDA and employer “of the specific provisions of this code alleged to have been violated, including the facts and theories to support the alleged violation.”³ This prelitigation notice obligation has been described as an “administrative exhaustion” requirement (*Rojas-Cifuentes v. Superior Court* (2020) 58 Cal.App.5th 1051, 1056), and courts have affirmed that “[p]roper notice under section 2699.3 is a ‘condition’ of a PAGA lawsuit.” (*Uribe v. Crown Bldg. Maint. Co.* (2021) 70 Cal.App.5th 986, 1003.)

Before the 2024 PAGA reforms (Stats. 2024, ch. 44 [Assem. Bill No. 2288 (2023-2024 Reg. Sess.)], ch. 45 [Sen. Bill No. 92 (2023-2-24 Reg. Sess.)]), the California Supreme Court found PAGA did not require a claimant to “satisfy a particular threshold of weightiness” in describing the facts and theories supporting the violations alleged in a notice. (*Williams v. Superior Court* (2017) 3 Cal.5th 531, 546.) In doing so, the court concluded a heightened proof requirement “would undercut the clear legislative purposes the act was designed to serve.” (*Ibid.*)

The 2024 amendments to PAGA evince a legislative intent to increase LWDA oversight of the law and provide more robust early resolution avenues for the benefit of both employees and employers, with an aim towards achieving more timely remedies to make employees whole without the type of protracted and costly litigation that has led to criticism of the Act. (Sen. Com. on Jud., analysis of Assem. Bill No. 2288 (2023-2024 Reg. Sess.) as amended June 21, 2024, p. 1 [noting the bill “increases the role of [LWDA] and better incorporates the available remedies, processes, and outcomes utilized or sought by [LWDA] in its enforcement efforts”]; Assem. Com. on Jud., analysis of Sen. Bill No. 92 (2023-

² Subsequent statutory citations are to the Labor Code unless otherwise indicated.

³ Subdivisions (a)(1)(A) and (b)(1) of section 2699.3 include virtually identical notice requirements for claims subject to those provisions.

2024 Reg. Sess.) as amended June 21, 2024, p. 12 ["At its core this bill addresses the business community's objections that PAGA . . . denies businesses the right to cure violations and results in protracted and costly litigation"].) Two key components of the reforms are (1) the small employer prelitigation cure process administered by LWDA and (2) the early evaluation conference procedure available after a civil action has commenced, both of which are designed to facilitate more timely resolution of PAGA claims. (Assem. Com. on Jud., analysis of Sen. Bill No. 92 (2023-2024 Reg. Sess.) as amended June 21, 2024, p. 13 ["The underlying rationale for both this measure and AB 2288 appears to be a goal of resolving PAGA disputes in a timelier manner. The cure and early evaluation conference provisions of this bill are designed to promote resolution of PAGA claims without protracted litigation"].)

These early resolution opportunities are complemented by amendments to section 2699.5 expanding the types of claims subject to administrative cure or early evaluation procedures, including the most common types of wage and hour violations alleged in PAGA notices. Another aspect of the reforms relevant here is the limitation on employee standing; under section 2699, subdivision (c)(1) a claimant must have been employed by the employer "and personally suffered each of the violations alleged" within one year of the date the PAGA notice is filed. (Cf. *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, 754.)

With these considerations in mind, a PAGA notice properly must inform both LWDA and the employer of the nature of the specific violations alleged with some level of detail in describing the "facts and theories" supporting them. The boilerplate PAGA notices you are filing (at a rate approaching nearly one per business day this calendar year) generally fail to demonstrate any applicability or relevance to a particular claimant or their unique circumstances in terms of their employment with their current or former employer in any specific case. These carbon copy notices are demonstrably unreliable for purposes of discerning what violation(s), if any, a claimant in any case actually personally suffered. (See § 2699, subd. (c)(1).) While the pleading standard attendant to PAGA notices is not necessarily a "weighty" or burdensome one, the circumstances present here raise serious concerns whether these notices satisfy even a standard of "nonfrivolousness." (*Williams, supra*, 3 Cal.5th at p. 545, citing Code Civ. Proc., § 128.7.)

Courts previously have found a PAGA notice "must be specific enough such that the LWDA and the [employer] can glean the underlying factual basis for the alleged violations." (*Ibarra v. Chuy & Sons Labor, Inc.* (2024) 102 Cal.App.5th 874, 882, quoting *Gunther v. Alaska Airlines, Inc.* (2021) 72 Cal.App.5th 334, 351.) Thus, "more than bare allegations of Labor Code violations" are required. (*Ibarra, supra*, 102 Cal.App.5th at p. 881; *Uribe, supra*, 70 Cal.App.5th at p.

1004.) The notice must contain sufficient information to allow LWDA “to intelligently assess the seriousness of the alleged violations.” (*Ibarra, supra*, 102 Cal.App.5th at p. 881, quoting *Brown v. Ralph’s Grocery Co.* (2018) 28 Cal.App.5th 824, 837; *Williams v. Alacrity Solutions Group, LLC* (2025) 110 Cal.App.5th 932, 941, review granted July 9, 2025, S291199.) These requirements take on even more importance after the 2024 reforms. (See *Williams, supra*, 110 Cal.App.5th at p. 944.) The effectiveness of the new cure and early evaluation procedures set forth in section 2699.3 depend on proper notice of the violations alleged with some articulation of the particular facts supporting them to demonstrate a claimant’s standing to assert them, permit LWDA accurately to assess the nature of the claims actually at issue, and provide an employer a reasonable opportunity to identify and endeavor to correct them.⁴

In sum, the LWDA has serious concerns with the PAGA notices you are filing and the practices described above. A claimant or claimant’s representative must participate in PAGA’s prelitigation administrative procedures in good faith. Abusive, evasive, or other tactics designed to frustrate the role of LWDA during these procedures, or the ability of employers to identify the nature of the claims actually at issue, will not be tolerated. An attorney presenting a matter to LWDA in accordance with PAGA’s prelitigation administrative notice requirements is certifying the matter (1) is not being presented for an improper purpose, such as to harass a party; (2) the claims asserted are warranted and not frivolous; and (3) the allegations and other factual contentions are supported by evidence. (Code Civ. Proc., § 128.7, subd. (b); see *Williams, supra*, 3 Cal.5th at p. 545.)

III. Conclusion and Direction

For the foregoing reasons, you hereby are directed to file amended PAGA notices in each matter listed in the index included with this letter.⁵ All amended notices shall set forth those specific violations personally suffered by each particular claimant and describe the particular facts and theories supporting the specific violations alleged in each case. All amended PAGA notices must be filed via the online PAGA filing portal with service to the employer or any identified employer representative.

⁴ Based on the information you are providing, nearly all of the employers would appear to be eligible for the cure procedures described in section 2699.3, subdivision (c)(2).

⁵ The index is limited to matters pending before LWDA and within the applicable 65-day administrative review period. (See § 2699.3, subd. (c)(1)(E).)

Failure to comply prospectively with PAGA's prelitigation notice requirements may result in further action against you, after due notice and an opportunity to be heard.

Sincerely,

A handwritten signature in blue ink, appearing to read "Todd M. Ratshin", with a stylized flourish at the end.

Todd M. Ratshin
Deputy Secretary for Enforcement

cc: All Employers in the Matters Listed in the Following Index

Enclosures

Index of PAGA Notices Filed by Orion Robinson
July 14, 2026 — September 16, 2026*
[Lab. Code, § 2699.3, subds. (a)(2)(B), (c)(1)(E)]

#	LWDA # (LWDA-CM-)	Date Filed	Employer Name	#/Impacted Employees (as alleged)	Plaintiff for PAGA Case
1	1204420-26	9/14/2026	BOX PARTNERS LLC	50	CARLOS ARAMBUL
2	1204414-26	9/14/2026	PIT FIRE PASADENA, LLC, a California limited liability company	50	JESSE GONZALES
3	1204410-26	9/14/2026	SLICE HOUSE FRANCHISING, LLC	50	CLAY THOMAS CHESSER
4	1203932-26	9/11/2026	LA TOSTADERIA, INC.	50	JAVIER HERNANDEZ
5	1203925-26	9/11/2026	INNOVATIVE CONSULTING & MANAGEMENT SERVICES, LLC	50	KIMBERLY MEJIA ZALDIVAR
6	1203797-26	9/11/2026	RACHAS, INC., a California corporation	50	MARISSA RODRIGUEZ
7	1202670-26	9/5/2026	Mama Lu's Dumpling House	50	Jose Alvarao Cac
8	1202668-26	9/5/2026	Muckenthahler Cultural Center Foundation	50	Kimberly Valentino
9	1202667-26	9/5/2026	Patron Ventures, LLC	50	Luis Salgado Hernandez
10	1202664-26	9/5/2026	Primeflight	100	Alonzo Johnson
11	1202662-26	9/5/2026	SH & HS Inc.	50	John Kim
12	1202357-26	9/4/2026	Innovative Consulting & Management Services, LLC	50	RENE D. ORTIZ
13	1202356-26	9/4/2026	NEW LIFE TREE SERVICE, INC.	50	RICARDO TOMAS REYES MARTINEZ
14	1202353-26	9/4/2026	CAFE RIO, INC.	50	ARLENE ESPARZA
15	1202350-26	9/4/2026	THE LOS ANGELES CANCER NETWORK, INC., a California corporation	50	MYRISA TORINO
16	1202349-26	9/4/2026	LA TOSTADERIA, INC.	50	YESENIA GARCIA
17	1202346-26	9/4/2026	LA TOSTADERIA, INC.	50	NANCY FLORES REYES
18	1201945-26	9/2/2026	WEBCOR CRAFT LP	50	JUAN HERNANDEZ VICTORIA
19	1201794-26	9/2/2026	LITTLE CAESAR'S OF SANTA CRUZ, INC.	50	Elizabeth Medrano
20	1201623-26	9/1/2026	CERTIFIED ALLOY PRODUCTS, INC.	50	JOSHUA GONZALES

* The information set forth in this index is extracted from search results using the PAGA Case Search Web site, available at <<https://cadir.my.salesforce-sites.com/PagaSearch>>, for PAGA notices filed by Orion Robinson from July 14, 2026, through September 16, 2026; see <<https://cadir.my.salesforce-sites.com/PagaSearch/PAGASearchResults?ed=2026-09-17&sd=2026-07-14&ss=orion+robinson&st=PAGA+Notice>> [as of Sept. 17, 2026].

#	LWDA # (LWDA-CM-)	Date Filed	Employer Name	#/Impacted Employees (as alleged)	Plaintiff for PAGA Case
21	1201491-26	9/1/2026	REZOLUT IMAGING MANAGEMENT OF CA LLC	50	BOLIVAR A. LOPEZ
22	1201485-26	9/1/2026	Sacramento Behavioral Healthcare Hospital, LLC	50	MARCHERI SMITH
23	1201482-26	9/1/2026	ALVARADO RESTAURANT GROUP, LLC	50	KENIA ARREOLA GARCIA
24	1201479-26	9/1/2026	DS SERVICES OF AMERICA, INC.	50	IVAN CALDERON
25	1200980-26	8/29/2026	PREMIERE REHABILITATION & WELLNESS CENTER OF LANCASTER, a CA limited partnership	50	BERTA MEDINA
26	1200975-26	8/29/2026	METRO MOTORS, LLC, a California limited liability company	50	ROBERT GARCIA
27	1200972-26	8/29/2026	CLAREMONT FOOTHILLS HEALTH ASSOCIATES LLC, a Nevada limited liability company	50	DIANA FERNANDA MORENO
28	1200971-26	8/29/2026	A Y NURSERY, INC., a California corporation	50	ALFREDO CASILLAS
29	1200970-26	8/29/2026	DRIFTWOOD DAIRY, INC., a California corporation	50	LUIS BANUELOS
30	1200967-26	8/29/2026	PICK YOUR PART, a Delaware corporation	50	EDUARDO BELTRAN
31	1200965-26	8/29/2026	PICK YOUR PART, a Delaware corporation	50	JOSE BUENO MARTINEZ
32	1200842-26	8/28/2026	REVOLVE GROUP, INC., a Delaware corporation	50	RAFAEL SEVILLANO
33	1200535-26	8/27/2026	ACCO ENGINEERED SYSTEMS, INC., a California corporation	50	RANDY SMITH
34	1200530-26	8/27/2026	SEA POINTE CONSTRUCTION AND DEVELOPMENT, INC., a California corporation	50	OSCAR QUINTANA
35	1200520-26	8/27/2026	PCAM, LLC, a California limited liability company	50	JORGE CORDOVA
36	1200385-26	8/27/2026	RAP ENGINEERING LLC	50	MAGID SAWAYA- MORALES
37	1200384-26	8/27/2026	DESERT PLUMBING, INC., a California corporation	50	VICTOR ARELLANO- AGUIRRE
38	1200382-26	8/27/2026	MOORPARK HOSPITALITY INC., a California corporation	50	ANGELICA PEREZ
39	1200381-26	8/27/2026	NOVA SPACE INC.	50	BRUNO DOMINGUEZ
40	1200379-26	8/27/2026	SUNRISE RESTAURANTS, LLC, a limited liability company	50	HERNAN HERNANDEZ
41	1200376-26	8/27/2026	INDUSTRIAL THREADED PRODUCTS, INC., a California corporation	50	JUAN COLLAZO
42	1200033-26	8/25/2026	Wincome Management & Development, Inc.	100	Daniel Hintz
43	1198252-26	8/18/2026	Sai Nath Hospitality, LLC	50	Veronica Bautista
44	1195693-26	8/5/2026	GARRETT ASSOCIATES, a California corporation	50	GARRICK ROBERTS

#	LWDA # (LWDA-CM-)	Date Filed	Employer Name	#/Impacted Employees (as alleged)	Plaintiff for PAGA Case
45	1195371-26	8/4/2026	A & I GARMO, INC. †	50	Michael Mille
46	1195366-26	8/4/2026	DISNEY WORLDWIDE SERVICES, INC.	50	DIARA BRADLEY
47	1195356-26	8/4/2026	Trenchers West Construction Co, INC.	100	Ariel Torres Mauleon
48	1195304-26	8/4/2026	Walgreen Pharmacy Services Midwest, LLC	100	Analyssa Silva
49	1195236-26	8/4/2026	Horizon Resources, Inc. †	50	Jonathan Nunez
50	1195115-26	8/3/2026	H. Hare, INC.	50	Mercedes Tovar
51	1195041-26	8/3/2026	9 STONES, LLC	50	ERICA CURRY
52	1195037-26	8/3/2026	SONOCO PRODUCTS COMPANY	50	CHRISTIAN JIMENEZ
53	1195030-26	8/3/2026	SECURITY MANAGEMENT INTERNATIONAL, INC. a California corporation	50	RAUL JIMENEZ
54	1194489-26	7/31/2026	BROOKS PEST CONTROL, INC.	50	BEATRIZ RIVAS
55	1193920-26	7/28/2026	CALIBER BODYWORKS LLC, a California limited liability company	50	CARLOS AGUILAR
56	1193855-26	7/28/2026	LOLLICUP USA INC., a Texas corporation ‡	50	SERGIO MEZA HUERTA
57	1193647-26	7/28/2026	BUBBA SMART SOLUTIONS, INC., a California corporation	50	JOSE FLAMENCO
58	1193597-26	7/27/2026	NELSON CASE CORPORATION, a California corporation	50	ABACU VAZQUEZ MACIAS
59	1193105-26	7/24/2026	CRASH CHAMPIONS, LLC	50	MARCO RODRIGUEZ
60	1192994-26	7/24/2026	CARVANA, LLC	50	ARMANDO ALVAREZ
61	1192388-26	7/21/2026	VIVA VILLA TAQUERIA, INC., a Nevada corporation	50	RAFAEL DOMINGUEZ
62	1192356-26	7/21/2026	ARIZONA PIPELINE COMPANY, an ARIZONA corporation	50	ISAAC SANTIESTEBAN
63	1192035-26	7/20/2026	GOLDEN TRIANGLE CORPORATION, a California corporation	50	Mercedes Hernandez
64	1192018-26	7/20/2026	KB 333	50	MICHAEL YANG
65	1191622-26	7/17/2026	LAGUNA MAR LLC, a Delaware limited liability company	50	MARVIN PEREZ GARCIA
66	1190801-26	7/14/2026	BANNER RESTAURANTS, LLC, a California limited liability company	50	Nyisha Sanders

† A copy of this letter is being provided via email to respondent's counsel.

‡ A copy of this letter is being provided via email to respondent's counsel.

‡ A copy of this letter is being provided via email to respondent's counsel.

**Redacted Examples of PAGA Notices
Filed by Orion Robinson
Between July 14, 2026, and September 16, 2026**

Orion S. Robinson
Email: orobinson@rdwlaw.com

July ■, 2026

Filed Electronically

Labor and Workforce Development Agency / Department of Industrial Relations
Accounting Unit
455 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102

Re: Notice Letter of [REDACTED] on Behalf of Herself and Aggrieved Employees under California Labor Code Section 2699.3

Employer:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Dear Representative:

This letter constitutes notice under Labor Code section 2699.3 (the “PAGA Notice”). It is submitted online with the Labor and Workforce Development Agency (“LWDA”). Copies of the PAGA Notice are sent via certified mail to the employer(s) listed above.

The PAGA Notice involves [REDACTED] (“Employee”) and other aggrieved employees who were employed by:

Employee seeks to represent all persons who were employed by Employer and suffered one or more of the alleged Labor Code violations committed by Employer (i.e., other aggrieved employees), as described below.

Employee and aggrieved employees (collectively “aggrieved employees”) were regularly compensated an amount less than the wages earned. Aggrieved employees were regularly forced to work off-the-clock, so the aggrieved employees were not paid owed regular/minimum wages for all time worked. Additionally, Employee is informed and believes that aggrieved employees worked on call and were paid a flat sum for the time spent on call instead of being paid for each hour worked thus also resulting in unpaid minimum wages. Employee is informed and believes, and therefore alleges, that Employer violated Labor Code sections 200, 1194 and 1197 and the applicable Wage Orders, entitling the aggrieved employees to damages under the Labor Code, including, without limitation, Sections 1194 and 1194.2. Employer is also liable for civil penalties under Labor Code sections 558, 558.1, 1197.1, and 2699.

Aggrieved employees were not paid owed overtime wages for working over eight hours in a workday, over forty hours in a workweek, over twelve hours in a workday, the first eight hours on the seventh consecutive workday in a workweek, and/or over eight hours on the seventh consecutive workday in a workweek. Additionally, Employee is informed and believes that aggrieved employees worked on call and were paid a flat sum for the time spent on call instead of being paid for each hour worked thus resulting in unpaid overtime wages to the extent the on-call time was overtime. Furthermore, Employee is aware that Employer pays non-discretionary bonuses, incentives, and differentials and does not incorporate it into the calculation of the regular rate of pay for purposes of paying overtime and instead pays overtime at the aggrieved employees' base hourly rate of pay. This failure results in unpaid overtime wages, as well. Employee is informed and believes, and therefore alleges, that Employer violated Labor Code sections 200, 510, 515, 1194, and the applicable Wage Orders, entitling the aggrieved employees to damages under the Labor Code. Employer is also liable for civil penalties under Labor Code sections 558 and 2699.

Employer had a practice of failing to provide aggrieved employees with a thirty-minute, uninterrupted, and timely meal period for days on which those employees worked in excess of five hours in a workday, and a second thirty-minute, uninterrupted, and timely meal period for days on which those employees worked in excess of ten hours in a workday. The aggrieved employees were not compensated with premium payments for the missed, interrupted, or untimely meal periods, which payments are required by California law. Further, to the extent that Employer paid meal period premiums to aggrieved employees, they were not paid at the applicable regular rate of pay and were instead paid at the base hourly rate of pay thus failing to incorporate all types of non-discretionary pay as required. Employee is informed and believes, and therefore alleges, that Employer violated Labor Code section 512 and the applicable Wage Orders, entitling aggrieved employees to premium payments under the Labor Code, including, without limitation, Section 226.7. Employer is also liable for civil penalties under Labor Code sections 200, 558, 558.1, and 2699.

Employer had a practice of failing to authorize and permit aggrieved employees with a timely, full, and uninterrupted ten-minute rest period per four hours of work (or major fraction thereof) as required by the applicable Wage Orders. The aggrieved employees were not compensated with premium payments for the missed, interrupted, or untimely rest periods, which payments are required by California law. Further, to the extent that Employer paid rest period premiums to aggrieved employees, they were not paid at the applicable regular rate of pay and were instead paid at the base hourly rate of pay thus failing to incorporate all types of non-discretionary pay as required. Employee is informed and believes, and therefore alleges, that the aggrieved employees are entitled to premium payments under the Labor Code, including, without limitation, Sections 200, 226.7 and 516. Employer is also liable for civil penalties under Labor Code sections 558, 558.1, and 2699.

Aggrieved employees were regularly not paid for sick time as required pursuant to Labor Code sections 246 through 248.7. Employer here failed to record and pay all hours of the aggrieved employees and failed to credit them all sick hours that they actually accrued. Furthermore, Employer failed to pay sick time at the regular rate of pay which included non-discretionary bonuses, incentives, and differentials. Employer is also liable for civil penalties under Labor Code sections 246 *et seq.* and 2699.

Employer failed to provide and pay aggrieved employees with vacation time wages. Employer maintained a policy and practice of failing to pay all accrued and unused vacation wages upon separation of employment at the regular rate of pay. Employer failed to properly record all of the time that aggrieved employees worked and therefore failed to count all hours worked that counted toward accrual of vacation time and thus underpaid aggrieved employees for their vacation time. Employer is also liable for civil penalties under Labor Code sections 2699.

Aggrieved employees were regularly compensated an amount less than the wages earned. The unlawful wages practices included, but were not limited to, aggrieved employees were regularly forced to work off-the-clock, were not paid all wages earned, were not paid for all hours worked, including on-call time, and were penalized by having wages withheld, so the aggrieved employees were not paid owed regular/minimum wages for all time worked. Aggrieved employees were not

compensated owed overtime wages. Further, aggrieved employees were not paid meal and rest period premiums for break violations. As a result, the aggrieved employees' wage statements did not accurately show all of the information required under Labor Code section 226, subdivision (a), including the gross wages earned, the total hours worked by the employee, the net wages earned, and the rates of pay at which wages should have been paid. The wage statements also failed to include the hours worked or rate of pay for on-call hours worked or "On Call Earn," as well as other applicable hourly rates as required under Labor Code section 226(a)(9). The wage statements also did not include the aggrieved employees' properly named employer and other employee information required by Labor Code section 226(a). Employee is informed and believes, and therefore alleges, that the aggrieved employees are entitled to penalties under Labor Code section 226, subdivision (e). Employer is also liable for civil penalties under Labor Code sections 200, 226.3, 510, 515, 558, 558.1 and 2699.

Aggrieved employees were not paid all wages owed at the time of employment separation. Those wages were not timely paid to aggrieved employees upon separation. Employee is informed and believes, and therefore alleges, that Employer violated Labor Code sections 201, 202, and 203, entitling the aggrieved employees to waiting-time penalties under Labor Code sections 200, 203, subdivision (a) and 256. Employer is also liable for civil penalties under Labor Code sections 558, 558.1 and 2699.

Aggrieved employees were not paid all wages during employment. Employer failed to pay all wages and premiums in each pay period in which such wages were earned at the lawful rate, Employer violated Labor Code section 204 and/or 204b (for weekly employees, as applicable). Employer violated Labor Code sections 204 and 204b by failing to pay all wages and premiums owed on the regular pay days scheduled each pay period within seven calendar days of the close of the payroll period, as a result of the policies and practices set forth in this notice. Employer is also liable for civil penalties under Labor Code sections 200, 204 and 210.

Employer also failed to maintain accurate employee payroll records with respect to aggrieved employees. Specifically, Employer violated Labor Code section 1174 which requires that employers maintain accurate "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." Employer's failure to accurately account for wages earned and hours worked as described herein violations section 1174. Employer is liable for civil penalties under sections 1174.5, 1198 and 2699.

Employer also violated Labor Code section 432.5 with respect to Employee and the aggrieved employees by requiring that they agree to an unlawful term or condition of their employment, in writing, during their employment. Specifically, Employer required Employee and other aggrieved employees to enter into unlawful non-competition agreements. Thus, Employer is liable for civil penalties under sections 2699.

Employee complained about the unlawful wage practices as set forth above to Employer and was retaliated for complaining. Employee is informed and believes, and therefore alleges, that Employer violated Labor Code section 1102.5, entitling Employee to damages under the Labor Code, including, without limitation, Sections 1102.5 and 98.6. Employer is also liable for civil penalties under Labor Code sections 2699 and 98.6.

Employee was not properly reimbursed for business expenses in violation of Labor Code §§ 2802 and 2804, including but not limited to Employer's failure to reimburse the aggrieved employees for their personal cell phone and vehicle use for business purposes, entitling Employee to damages under the Labor Code as well as civil penalties under Labor Code sections, including but not limited to, 2699 and 98.6.

Further, Employee asserts that Employer failed to pay overtime at the proper rate (under Labor Code section 558, 558.1 11971.1), failed to pay accrued vacation wage (under Labor Code section 227.3), failed to timely pay wages during employment (under Labor Code section 204), and failed to properly pay sick pay (under Labor Code section 246 *et seq.*). Employee asserts that Employer failed to properly pay reporting time pay.

Aggrieved employees were further subjected to violations of Labor Codes §§ 218.6, 232, 232.5, 350, 351, 432, 2800, and 2810.5.

In accordance with Labor Code section 2699.3, subdivision (a)(2)(A), please notify us within 60 calendar days of the postmarked date of the PAGA Notice as to whether the LWDA intends to investigate the violations alleged above. Our understanding is that if we do not receive a notice within 65 calendar days of the postmarked date of the PAGA Notice, Employee may commence a civil action against Employer, on behalf of herself and other aggrieved employees, under Labor Code section 2699.

Should you have any questions, please do not hesitate to contact the undersigned.

Very truly yours,



Orion S. Robinson

OSR:mby
cc: (Via Certified Mail Return Receipt Requested)

[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

ROBINSON DI LANDO
A PROFESSIONAL LAW CORPORATION
801 South Grand Avenue Suite 500
Los Angeles, California 90017
Telephone: (213) 229-0100
Facsimile: (213) 229-0114
www.rdwlaw.com

Orion S. Robinson
Email: orobinson@rdwlaw.com

August 1, 2026

Filed Electronically

Labor and Workforce Development Agency / Department of Industrial Relations
Accounting Unit
455 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102

Re: Notice Letter of [REDACTED] on Behalf of Himself and Aggrieved Employees under California Labor Code Section 2699.3

Employer:

[REDACTED]

[REDACTED]

[REDACTED]

Dear Representative:

This letter constitutes notice under Labor Code section 2699.3 (the “PAGA Notice”). It is submitted online with the Labor and Workforce Development Agency (“LWDA”). Copies of the PAGA Notice are sent via certified mail to the employer(s) listed above.

The PAGA Notice involves [REDACTED] (“Employee”) and other aggrieved employees who were employed by:

Employee started his position with Employer starting in or around June 2023 through October 2025 as a non-exempt, hourly employee with duties as a security guard and driver. Other aggrieved employees that Employee seeks to represent are all other non-exempt employees of Employer in the state of California. In return, Employer paid (or purported to pay) Employee and other aggrieved employees an hourly wage for their services.

Aggrieved employees were not paid owed overtime wages for working over eight hours in a workday, over forty hours in a workweek, over twelve hours in a workday, the first eight hours on the seventh consecutive workday in a workweek, and/or over eight hours on the seventh consecutive workday in a workweek. Additionally, Employee is informed and believes that aggrieved employees worked on call and were paid a flat sum for the time spent on call instead of being paid for each hour worked thus resulting in unpaid overtime wages to the extent the on-call time was overtime. Furthermore, Employee is aware that Employer pays non-discretionary bonuses, incentives, and differentials and does not incorporate it into the calculation of the regular rate of pay for purposes of paying overtime and instead pays overtime at the aggrieved employees' base hourly rate of pay. This failure results in unpaid overtime wages, as well. Employee is informed and believes, and therefore alleges, that Employer violated Labor Code sections 200, 510, 515, 1194, and the applicable Wage Orders, entitling the aggrieved employees to damages under the Labor Code. Employer is also liable for civil penalties under Labor Code sections 558 and 2699.

Employer had a practice of failing to provide aggrieved employees with a thirty-minute, uninterrupted, and timely meal period for days on which those employees worked in excess of five hours in a workday, and a second thirty-minute, uninterrupted, and timely meal period for days on which those employees worked in excess of ten hours in a workday. The aggrieved employees were not compensated with premium payments for the missed, interrupted, or untimely meal periods, which payments are required by California law. Further, to the extent that Employer paid meal period premiums to aggrieved employees, they were not paid at the applicable regular rate of pay and were instead paid at the base hourly rate of pay thus failing to incorporate all types of non-discretionary pay as required. Employee is informed and believes, and therefore alleges, that Employer violated Labor Code section 512 and the applicable Wage Orders, entitling aggrieved employees to premium payments under the Labor Code, including, without limitation, Section 226.7. Employer is also liable for civil penalties under Labor Code sections 200, 558, 558.1, and 2699.

Employer had a practice of failing to authorize and permit aggrieved employees with a timely, full, and uninterrupted ten-minute rest period per four hours of work (or major fraction thereof) as required by the applicable Wage Orders. The aggrieved employees were not compensated with premium payments for the missed, interrupted, or untimely rest periods, which payments are required by California law. Further, to the extent that Employer paid rest period premiums to aggrieved employees, they were not paid at the applicable regular rate of pay and were instead paid at the base hourly rate of pay thus failing to incorporate all types of non-discretionary pay as required. Employee is informed and believes, and therefore alleges, that the aggrieved employees are entitled to premium payments under the Labor Code, including, without limitation, Sections 200, 226.7 and 516. Employer is also liable for civil penalties under Labor Code sections 558, 558.1, and 2699.

Aggrieved employees were regularly not paid for sick time as required pursuant to Labor Code sections 246 through 248.7. Employer here failed to record and pay all hours of the aggrieved employees and failed to credit them all sick hours that they actually accrued. Furthermore, Employer failed to pay sick time at the regular rate of pay which included non-discretionary bonuses, incentives, and differentials. Employer is also liable for civil penalties under Labor Code sections 246 *et seq.* and 2699.

Employer failed to provide and pay aggrieved employees with vacation time wages. Employer maintained a policy and practice of failing to pay all accrued and unused vacation wages upon separation of employment at the regular rate of pay. Employer failed to properly record all of the time that aggrieved employees worked and therefore failed to count all hours worked that counted toward accrual of vacation time and thus underpaid aggrieved employees for their vacation time. Employer is also liable for civil penalties under Labor Code sections 2699.

Aggrieved employees were regularly compensated an amount less than the wages earned. The unlawful wages practices included, but were not limited to, aggrieved employees were regularly forced to work off-the-clock, were not paid all wages earned, were not paid for all hours worked, including on-call time, and were penalized by having wages withheld, so the aggrieved employees were not paid owed regular/minimum wages for all time worked. Aggrieved employees were not

compensated owed overtime wages. Further, aggrieved employees were not paid meal and rest period premiums for break violations. As a result, the aggrieved employees' wage statements did not accurately show all of the information required under Labor Code section 226, subdivision (a), including the gross wages earned, the total hours worked by the employee, the net wages earned, and the rates of pay at which wages should have been paid. The wage statements also failed to include the hours worked or rate of pay for on-call hours worked or "On Call Earn," as well as other applicable hourly rates as required under Labor Code section 226(a)(9). The wage statements also did not include the aggrieved employees' properly named employer and other employee information required by Labor Code section 226(a). Employee is informed and believes, and therefore alleges, that the aggrieved employees are entitled to penalties under Labor Code section 226, subdivision (e). Employer is also liable for civil penalties under Labor Code sections 200, 226.3, 510, 515, 558, 558.1 and 2699.

Aggrieved employees were not paid all wages owed at the time of employment separation. Those wages were not timely paid to aggrieved employees upon separation. Employee is informed and believes, and therefore alleges, that Employer violated Labor Code sections 201, 202, and 203, entitling the aggrieved employees to waiting-time penalties under Labor Code sections 200, 203, subdivision (a) and 256. Employer is also liable for civil penalties under Labor Code sections 558, 558.1 and 2699.

Aggrieved employees were not paid all wages during employment. Employer failed to pay all wages and premiums in each pay period in which such wages were earned at the lawful rate, Employer violated Labor Code section 204 and/or 204b (for weekly employees, as applicable). Employer violated Labor Code sections 204 and 204b by failing to pay all wages and premiums owed on the regular pay days scheduled each pay period within seven calendar days of the close of the payroll period, as a result of the policies and practices set forth in this notice. Employer is also liable for civil penalties under Labor Code sections 200, 204 and 210.

Employer also failed to maintain accurate employee payroll records with respect to aggrieved employees. Specifically, Employer violated Labor Code section 1174 which requires that employers maintain accurate "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." Employer's failure to accurately account for wages earned and hours worked as described herein violations section 1174. Employer is liable for civil penalties under sections 1174.5, 1198 and 2699.

Employer also violated Labor Code section 432.5 with respect to Employee and the aggrieved employees by requiring that they agree to an unlawful term or condition of their employment, in writing, during their employment. Specifically, Employer required Employee and other aggrieved employees to enter into unlawful non-competition agreements. Thus, Employer is liable for civil penalties under sections 2699.

Employee complained about the unlawful wage practices as set forth above to Employer and was retaliated for complaining. Employee is informed and believes, and therefore alleges, that Employer violated Labor Code section 1102.5, entitling Employee to damages under the Labor Code, including, without limitation, Sections 1102.5 and 98.6. Employer is also liable for civil penalties under Labor Code sections 2699 and 98.6.

Employee was not properly reimbursed for business expenses in violation of Labor Code §§ 2802 and 2804, including but not limited to Employer's failure to reimburse the aggrieved employees for their personal cell phone and vehicle use for business purposes, entitling Employee to damages under the Labor Code as well as civil penalties under Labor Code sections, including but not limited to, 2699 and 98.6.

Further, Employee asserts that Employer failed to pay overtime at the proper rate (under Labor Code section 558, 558.1 11971.1), failed to pay accrued vacation wage (under Labor Code section 227.3), failed to timely pay wages during employment (under Labor Code section 204), and failed to properly pay sick pay (under Labor Code section 246 *et seq.*). Employee asserts that Employer failed to properly pay reporting time pay.

Aggrieved employees were further subjected to violations of Labor Codes §§ 218.6, 232, 232.5, 350, 351, 432, 2800, and 2810.5.

In accordance with Labor Code section 2699.3, subdivision (a)(2)(A), please notify us within 60 calendar days of the postmarked date of the PAGA Notice as to whether the LWDA intends to investigate the violations alleged above. Our understanding is that if we do not receive a notice within 65 calendar days of the postmarked date of the PAGA Notice, Employee may commence a civil action against Employer, on behalf of himself and other aggrieved employees, under Labor Code section 2699.

Should you have any questions, please do not hesitate to contact the undersigned.

Very truly yours,



Orion S. Robinson

OSR:mby
cc: (Via Certified Mail Return Receipt Requested)

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED] [REDACTED] [REDACTED]
[REDACTED]

September █, 2026

Filed Electronically

Labor and Workforce Development Agency / Department of Industrial Relations
Accounting Unit
455 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102

Re: *Notice Letter of █ on Behalf of Himself
and Aggrieved Employees under California Labor Code Section 2699.3*

Employer:

█
█

█
█

█
█

Dear Representative:

This letter constitutes notice under Labor Code section 2699.3 (the “PAGA Notice”). It is submitted online with the Labor and Workforce Development Agency (“LWDA”). Copies of the PAGA Notice are sent via certified mail to the employer(s) listed above.

The PAGA Notice involves █ (“Employee”) and other aggrieved employees who were employed by:

Employee seeks to represent all persons who were employed by Employer and suffered one or more of the alleged Labor Code violations committed by Employer (i.e., other aggrieved employees), as described below.

Employee and aggrieved employees (collectively “aggrieved employees”) were regularly compensated an amount less than the wages earned. Aggrieved employees were regularly forced to work off-the-clock, so the aggrieved employees were not paid owed regular/minimum wages for all time worked. Additionally, Employee is informed and believes that aggrieved employees worked on call and were paid a flat sum for the time spent on call instead of being paid for each hour worked thus also resulting in unpaid minimum wages. Employee is informed and believes, and therefore alleges, that Employer violated Labor Code sections 200, 1194 and 1197 and the applicable Wage Orders, entitling the aggrieved employees to damages under the Labor Code, including, without limitation, Sections 1194 and 1194.2. Employer is also liable for civil penalties under Labor Code sections 558, 558.1, 1197.1, and 2699.

Aggrieved employees were not paid owed overtime wages for working over eight hours in a workday, over forty hours in a workweek, over twelve hours in a workday, the first eight hours on the seventh consecutive workday in a workweek, and/or over eight hours on the seventh consecutive workday in a workweek. Additionally, Employee is informed and believes that aggrieved employees worked on call and were paid a flat sum for the time spent on call instead of being paid for each hour worked thus resulting in unpaid overtime wages to the extent the on-call time was overtime. Furthermore, Employee is aware that Employer pays non-discretionary bonuses, incentives, and differentials and does not incorporate it into the calculation of the regular rate of pay for purposes of paying overtime and instead pays overtime at the aggrieved employees' base hourly rate of pay. This failure results in unpaid overtime wages, as well. Employee is informed and believes, and therefore alleges, that Employer violated Labor Code sections 200, 510, 515, 1194, and the applicable Wage Orders, entitling the aggrieved employees to damages under the Labor Code. Employer is also liable for civil penalties under Labor Code sections 558 and 2699.

Employer had a practice of failing to provide aggrieved employees with a thirty-minute, uninterrupted, and timely meal period for days on which those employees worked in excess of five hours in a workday, and a second thirty-minute, uninterrupted, and timely meal period for days on which those employees worked in excess of ten hours in a workday. The aggrieved employees were not compensated with premium payments for the missed, interrupted, or untimely meal periods, which payments are required by California law. Further, to the extent that Employer paid meal period premiums to aggrieved employees, they were not paid at the applicable regular rate of pay and were instead paid at the base hourly rate of pay thus failing to incorporate all types of non-discretionary pay as required. Employee is informed and believes, and therefore alleges, that Employer violated Labor Code section 512 and the applicable Wage Orders, entitling aggrieved employees to premium payments under the Labor Code, including, without limitation, Section 226.7. Employer is also liable for civil penalties under Labor Code sections 200, 558, 558.1, and 2699.

Employer had a practice of failing to authorize and permit aggrieved employees with a timely, full, and uninterrupted ten-minute rest period per four hours of work (or major fraction thereof) as required by the applicable Wage Orders. The aggrieved employees were not compensated with premium payments for the missed, interrupted, or untimely rest periods, which payments are required by California law. Further, to the extent that Employer paid rest period premiums to aggrieved employees, they were not paid at the applicable regular rate of pay and were instead paid at the base hourly rate of pay thus failing to incorporate all types of non-discretionary pay as required. Employee is informed and believes, and therefore alleges, that the aggrieved employees are entitled to premium payments under the Labor Code, including, without limitation, Sections 200, 226.7 and 516. Employer is also liable for civil penalties under Labor Code sections 558, 558.1, and 2699.

Aggrieved employees were regularly not paid for sick time as required pursuant to Labor Code sections 246 through 248.7. Employer here failed to record and pay all hours of the aggrieved employees and failed to credit them all sick hours that they actually accrued. Furthermore, Employer failed to pay sick time at the regular rate of pay which included non-discretionary bonuses, incentives, and differentials. Employer is also liable for civil penalties under Labor Code sections 246 *et seq.* and 2699.

Employer failed to provide and pay aggrieved employees with vacation time wages. Employer maintained a policy and practice of failing to pay all accrued and unused vacation wages upon separation of employment at the regular rate of pay. Employer failed to properly record all of the time that aggrieved employees worked and therefore failed to count all hours worked that counted toward accrual of vacation time and thus underpaid aggrieved employees for their vacation time. Employer is also liable for civil penalties under Labor Code sections 2699.

Aggrieved employees were regularly compensated an amount less than the wages earned. The unlawful wages practices included, but were not limited to, aggrieved employees were regularly forced to work off-the-clock, were not paid all wages earned, were not paid for all hours worked, including on-call time, and were penalized by having wages withheld, so the aggrieved employees were not paid owed regular/minimum wages for all time worked. Aggrieved employees were not compensated owed overtime wages. Further, aggrieved employees were not paid meal and rest

period premiums for break violations. As a result, the aggrieved employees' wage statements did not accurately show all of the information required under Labor Code section 226, subdivision (a), including the gross wages earned, the total hours worked by the employee, the net wages earned, and the rates of pay at which wages should have been paid. The wage statements also failed to include the hours worked or rate of pay for on-call hours worked or "On Call Earn," as well as other applicable hourly rates as required under Labor Code section 226(a)(9). The wage statements also did not include the aggrieved employees' properly named employer and other employee information required by Labor Code section 226(a). Employee is informed and believes, and therefore alleges, that the aggrieved employees are entitled to penalties under Labor Code section 226, subdivision (e). Employer is also liable for civil penalties under Labor Code sections 200, 226.3, 510, 515, 558, 558.1 and 2699.

Aggrieved employees were not paid all wages owed at the time of employment separation. Those wages were not timely paid to aggrieved employees upon separation. Employee is informed and believes, and therefore alleges, that Employer violated Labor Code sections 201, 202, and 203, entitling the aggrieved employees to waiting-time penalties under Labor Code sections 200, 203, subdivision (a) and 256. Employer is also liable for civil penalties under Labor Code sections 558, 558.1 and 2699.

Aggrieved employees were not paid all wages during employment. Employer failed to pay all wages and premiums in each pay period in which such wages were earned at the lawful rate, Employer violated Labor Code section 204 and/or 204b (for weekly employees, as applicable). Employer violated Labor Code sections 204 and 204b by failing to pay all wages and premiums owed on the regular pay days scheduled each pay period within seven calendar days of the close of the payroll period, as a result of the policies and practices set forth in this notice. Employer is also liable for civil penalties under Labor Code sections 200, 204 and 210.

Employer also failed to maintain accurate employee payroll records with respect to aggrieved employees. Specifically, Employer violated Labor Code section 1174 which requires that employers maintain accurate "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." Employer's failure to accurately account for wages earned and hours worked as described herein violations section 1174. Employer is liable for civil penalties under sections 1174.5, 1198 and 2699.

Employer also violated Labor Code section 432.5 with respect to Employee and the aggrieved employees by requiring that they agree to an unlawful term or condition of their employment, in writing, during their employment. Specifically, Employer required Employee and other aggrieved employees to enter into unlawful non-competition agreements. Thus, Employer is liable for civil penalties under sections 2699.

Employee complained about the unlawful wage practices as set forth above to Employer and was retaliated for complaining. Employee is informed and believes, and therefore alleges, that Employer violated Labor Code section 1102.5, entitling Employee to damages under the Labor Code,

including, without limitation, Sections 1102.5 and 98.6. Employer is also liable for civil penalties under Labor Code sections 2699 and 98.6.

Employee was not properly reimbursed for business expenses in violation of Labor Code §§ 2802 and 2804, including but not limited to Employer's failure to reimburse the aggrieved employees for their personal cell phone and vehicle use for business purposes, entitling Employee to damages under the Labor Code as well as civil penalties under Labor Code sections, including but not limited to, 2699 and 98.6.

Further, Employee asserts that Employer failed to pay overtime at the proper rate (under Labor Code section 558, 558.1 11971.1), failed to pay accrued vacation wage (under Labor Code section 227.3), failed to timely pay wages during employment (under Labor Code section 204), and failed to properly pay sick pay (under Labor Code section 246 *et seq.*). Employee asserts that Employer failed to properly pay reporting time pay.

Aggrieved employees were further subjected to violations of Labor Codes §§ 218.6, 232, 232.5, 350, 351, 432, 2800, and 2810.5.

In accordance with Labor Code section 2699.3, subdivision (a)(2)(A), please notify us within 60 calendar days of the postmarked date of the PAGA Notice as to whether the LWDA intends to investigate the violations alleged above. Our understanding is that if we do not receive a notice within 65 calendar days of the postmarked date of the PAGA Notice, Employee may commence a civil action against Employer, on behalf of himself and other aggrieved employees, under Labor Code section 2699.

Should you have any questions, please do not hesitate to contact the undersigned.

Very truly yours,



Orion S. Robinson

OSR:mby

cc: (Via Certified Mail Return Receipt Requested)

[Redacted]

[Redacted]

[Redacted]