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Via Online Submission to the LWDA

Copies Sent Via Certified Mail to:

Pinnacle Live, LLC
1500 W. Shure Drive, Suite 100
Arlington Heights, IL 60004

Re: ***Brandon Rodriguez v. Pinnacle Live, LLC***

Dear Labor and Workforce Development Agency ("LWDA"),

This office represents Brandon Rodriguez ("Plaintiff"), a former California employee of Pinnacle Live, LLC ("Defendant"). The purpose of this letter is to comply with the Private Attorneys General Act of 2004 ("PAGA"), pursuant to California Labor Code § 2698, *et seq.*

Plaintiff was employed by Defendant in California as a Senior Event Services Technician (a non-exempt hourly-paid role) from approximately August 2023 to approximately June 2026. Herein we set forth the facts and theories of violations of Labor Code Sections 201, 202, 203, 204, 210, 226, 226.7, 246, 510, 512, 515, 558, 1194, 1194.2, 1197.1, and 1198, which we allege Defendant engaged in with respect to Plaintiff's employment, as well as the employment of all other employees employed by Defendant in California ("Aggrieved Employees.")

Defendant failed to pay all wages (including minimum, straight, and overtime wages) to Plaintiff and other Aggrieved Employees in violation of Labor Code Sections 246, 510, 558, 1194, 1194.2, 1197, 1197.1, 1198, 2802, and the applicable IWC Wage Order when Defendant failed to properly compute, compile, account for and pay Plaintiff and Aggrieved Employees for all hours they worked. More specifically, Defendant: (i) implemented a uniform and unlawful policy of requiring Plaintiff and Aggrieved Employees to render work-related duties during off-duty meal and rest periods; (ii) pressuring Plaintiff and other Aggrieved Employees to work off-the-clock due to the demands of the job; *and* (iii) by failing to record and compensate all hours worked by Plaintiff and other Aggrieved Employees at their appropriate rates of pay.

Defendant failed to pay premium wages to Plaintiff and Aggrieved Employees who were denied proper meal periods in violation of Labor Code Sections 226.7, 512, 558, and the applicable IWC Wage Order. Plaintiff and Aggrieved Employees were routinely denied, and not authorized to take, a proper,

timely, uninterrupted, 30-minute meal period for every shift worked that exceeded five (5) hours, or a second, proper, timely, uninterrupted, 30-minute meal period for every shift worked that exceeded ten (10) hours but were not paid premium wages of one (1) hour at their regular rate of pay for each missed, short, or interrupted meal period.

Defendant failed to pay premium wages to Plaintiff and Aggrieved Employees who were denied proper rest periods, in violation of Labor Code Sections 226.7, 558, and the applicable IWC Wage Order. Plaintiff and Aggrieved Employees were routinely unable, and not authorized to take ten (10) minute uninterrupted rest periods for every four (4) hours worked or major fraction thereof but were not paid premium wages of one (1) hour at their regular rate of pay for each missed, short, or interrupted rest period.

Defendant failed to issue Plaintiff and Aggrieved Employees wage statements that fully and accurately itemized the requirements set forth in Labor Code Section 226(a) in violation of Labor Code Section 226 and 226.3. As a result of the violations described above, Plaintiff and Aggrieved Employees received wage statements that failed to accurately state all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The wage statements received also did not accurately reflect the hours worked due to off-the-clock work rendered by Plaintiff and Aggrieved Employees, as well as meal and rest periods wherein Plaintiff and Aggrieved Employees were forced to render work-related duties.

Defendant further failed to pay Plaintiff and Aggrieved Employees all wages due both throughout their employment and at the separation of their employment based on the time frames required by Labor Code Sections 201-204 and 210 as a result of the violations described above.

Defendant further failed to comply with Labor Code section 2802 given Defendant's failure to reimburse Plaintiff and Aggrieved Employees for necessary business expenses. Plaintiff and other Aggrieved Employees were not reimbursed for use of their personal cell phones, among other violations.

Thank you. Should you have any questions, please do not hesitate to contact us.

Very truly yours,

STARPOINT, LC



ZACHARY D. GREENBERG, ESQ.