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November 5, 2026

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1515 Clay Street, Ste. 801
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(*Via Online Submission*)

Grand Canyon Education, Inc.
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(*Via Certified Mail, Return Receipt Requested*)

CSC Lawyers Incorporating Service
Agent for Service of Process
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Sacramento, CA 95833
(*Via Certified Mail, Return Receipt Requested*)

Re: ***Shelley Winn v. Grand Canyon Education, Inc., et al.***
Notice of Labor Code Violations and PAGA Penalties

To Whom It May Concern:

Please be advised that my office has been retained by Shelley Winn ("[Mr./Ms. Employee]") to pursue a Labor Code Private Attorneys General Act of 2004 ("PAGA") representative action (Cal. Lab. Code §§ 2699, *et seq.*) against Ms. Winn's employer, Grand Canyon Education, Inc. (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive Employee) (collectively referred to as "Grand Canyon Ed."). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which we allege Grand Canyon Ed. engaged in with respect to Ms. Winn and potentially all of Grand Canyon Ed.'s Aggrieved Employees.

Ms. Winn wishes to pursue this action on behalf of Employees as an Aggrieved Employee, on behalf of the State of California, as well as on behalf of potentially all other persons who worked for Grand Canyon Ed. in California as a non-exempt or hourly-paid employee at any time within the applicable statutory period (hereafter, the "Aggrieved Employees").

Ms. Winn and the Aggrieved Employees, or some of them, suffered the Labor Code violations described below.

Ms. Winn's Employment with Grand Canyon Education, Inc.

Grand Canyon Ed. an higher education service business. Ms. Winn worked as Enrollment Counselor. Ms. Winn's primary job function was to guide prospective students through the enrollment process while promoting the university's academic programs. In performing Ms. Winn's duties, Ms. Winn was regularly required to perform work (off-the-clock), without compensation, including, but not limited to, assisting students, answering phone calls about class enrollment and other administrative matters. Ms. Winn was also frequently deprived of an

opportunity to take legally compliant meal and rest breaks. Specifically, supervisor [redacted] admonished Ms. Winn and her coworkers to remain responsive to students and imposed a minimum number of calls to be answered each week, which required Ms. Winn to be ready to answer emails, text messages, and phone calls at any time throughout her shift, including during her meal and rest periods. Additionally, Ms. Winn necessarily incurred business-related expenses, including, but not limited to, the use of her personal internet service and personal cell phone for work-related purposes, but Grand Canyon Ed. failed to reimburse such business-related expenses. These are just non-exhaustive examples of the facts and theories the Ms. Winn asserts, which are described in more detail below.

Grand Canyon Ed. own/owned and operate/operated an industry, business, and establishment within the State of California. As such and based upon all the facts and circumstances incident to Grand Canyon Ed.'s business in California, Grand Canyon Ed. are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business & Professions Code.

Shelley Winn is a resident of Menifee, California who worked for Grand Canyon Ed. in Riverside County, California as an hourly-paid, non-exempt employee from approximately August 2011 to the present.

During Ms. Winn's employment for Grand Canyon Ed., Grand Canyon Ed. paid Ms. Winn an hourly wage and classified Ms. Winn as non-exempt from overtime. Grand Canyon Ed. typically scheduled Ms. Winn to work at least five days in a workweek and at least eight hours per day, but Ms. Winn also worked more than eight hours in a workday and more than forty (40) hours in a workweek.

Throughout Ms. Winn's employment, Grand Canyon Ed. failed to pay for all hours worked (including minimum, straight time, and overtime wages), failed to provide Ms. Winn with legally compliant meal periods, failed to authorize and permit Ms. Winn to take rest periods, failed to furnish accurate wage statements to Ms. Winn, and failed to indemnify Ms. Winn for business expenditures. As discussed below, Ms. Winn's experience working for Grand Canyon Ed. was typical and illustrative.

Failure to Pay for All Hours Worked, Including Minimum, Straight, and Overtime Wages

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

Throughout the statutory period, Grand Canyon Ed. failed to pay Ms. Winn and the Aggrieved Employees for all hours worked, including minimum, straight time, and overtime wages. Grand Canyon Ed. required Ms. Winn and the Aggrieved Employees to work "off-the-clock,"

uncompensated, by, for example, requiring Ms. Winn and the Aggrieved Employees to perform work during uncompensated meal periods and requiring Ms. Winn and the Aggrieved Employees to perform work before clocking in and/or after clocking out. Some of this unpaid work should have been paid at the overtime rate. Approximately five times per week, Ms. Winn would clock out at the end of her shift but was required to respond to coworker and student emails after her regular working hours and on her days off. Specifically, due to the time difference with different students, Ms. Winn is always receiving calls off the clock and expected to answer and respond to them. There was an expectation to respond to students, irrespective of whether she was on the clock or not. Ms. Winn's manager informed her that as long as Ms. Winn was getting the students enrolled and her work was getting done, she didn't care that she was working off the clock.

Moreover, Ms. Winn worked both overtime and double time on Saturdays and was not provided overtime / double time wages. California Labor Code § 510 requires that employers compensate employees 1.5 times their regular rate of pay when employees work over eight hours per day, 40 hours per week, or when employees work up to eight hours on any seventh day of a workweek. Employer failed to properly calculate Ms. Winn's regular rate of pay when paying overtime, by failing to include all compensation in Ms. Winn's overtime calculations. In failing to pay for all hours worked, Grand Canyon Ed. also failed to maintain accurate records of the hours Ms. Winn and the Aggrieved Employees worked.

As a result, Grand Canyon Ed. are liable to Ms. Winn and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including minimum, straight time, and overtime wages.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve Ms. Winn of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow Ms. Winn to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, Ms. Winn is entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s). Despite these legal requirements, Grand Canyon Ed. wrongfully failed to provide Ms. Winn and the Aggrieved Employees with their legally mandated 30-minute, uninterrupted, and duty-free meal period in a manner required by law. Specifically, Ms. Winn is required to clock out for her meal periods and continue working. For example, students regularly call Ms. Winn with questions about class enrollment or other administrative matters, and she is required to respond to them during meal periods. Due to the high demand and influx of calls, Ms. Winn often sits at her desk during her meal periods, taking calls and eating her lunch. Supervisor [redacted] admonished Ms. Winn and her coworkers about being responsive to students and set a minimum number of calls to be answered each week. As a result, Ms. Winn understood that she was required to be ready to answer emails, text messages, and phone calls at any time throughout her shift, and she was never fully relieved of her duties during her meal periods. Moreover, her manager schedules team meetings and training meetings specifically during her meal periods and requires her attendance. Her manager checks her timecards and knew or should have known when her meal periods are scheduled. Additionally, the company was very strict on having employees clock out for meal periods, whether or not they actually were provided with a meal period to ensure facial compliance.

Grand Canyon Ed. also continued to assert control over Ms. Winn and the Aggrieved Employees by, among other things, requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying

Ms. Winn and the Aggrieved Employees permission to take a meal period under the conditions required by law, and without properly compensating Ms. Winn and the Aggrieved Employees for meal periods that were not provided as required by law. Accordingly, Grand Canyon Ed. failed to provide meal periods to Ms. Winn and the Aggrieved Employee in compliance with California law.

Ms. Winn and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s). Grand Canyon Ed., however, regularly failed to pay Ms. Winn and the Aggrieved Employees the additional wages to which they were entitled for meal periods that were not provided.

As a result, Grand Canyon Ed. are liable to Ms. Winn and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

Grand Canyon Ed. are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Throughout the statutory period, Grand Canyon Ed. have wrongfully failed to authorize and permit Ms. Winn and the Aggrieved Employees to take legally compliant rest periods in a manner required by law. Grand Canyon Ed. regularly required Ms. Winn and the Aggrieved Employees to work in excess of four consecutive hours a day without Grand Canyon Ed. authorizing and permitting Ms. Winn to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating Ms. Winn and the Aggrieved Employees for rest periods that were not authorized or permitted. Instead, Grand Canyon Ed. continued to assert control over Ms. Winn and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or by denying Ms. Winn and the Aggrieved Employees permission to take a rest period. Specifically, Ms. Winn is not provided with rest periods, and her employer does not enforce a rest-day policy. Rather, Ms. Winn is required to work through rest periods to keep up with the high demand calls. Students regularly call Ms. Winn with questions about class enrollment or other administrative matters, and she has to answer their questions immediately. Supervisor [redacted] admonished Ms. Winn and her coworkers about being responsive to students and set a minimum number of calls to be answered each week. As a result, Ms. Winn has to be ready to answer emails, texts or calls at any time throughout her shift, and she is never fully relieved of her duties. Accordingly, Grand Canyon Ed. failed to authorize and permit Ms. Winn and the Aggrieved Employees to take rest periods in compliance with California law.

Ms. Winn and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday they were not authorized and permitted to take all required rest period(s). Grand Canyon Ed., however, regularly failed to pay Ms. Winn and the Aggrieved Employees the additional wages to which they were entitled for rest periods that they were not authorized and permitted to take.

As a result, Grand Canyon Ed. are liable to Ms. Winn and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to authorize and permit rest

periods and pay rest period premium wages.

Failure to Pay All Earned Wages Twice Per Month

Based on Grand Canyon Ed.'s failure to pay Ms. Winn and the Aggrieved Employees for all wages as discussed above, Grand Canyon Ed. also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, Ms. Winn was entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for overtime hours worked. However, during all such times, Grand Canyon Ed. failed and refused to pay Ms. Winn all wages due, and failed to pay those wages twice a month, in that Ms. Winn was not paid all wages for all meal periods not provided by Grand Canyon Ed., all wages for all rest periods not authorized and permitted by Grand Canyon Ed., and all wages for all hours worked. As a result, Grand Canyon Ed. owe Ms. Winn the legally required wages for unpaid wages, and Ms. Winn and the Aggrieved Employees suffered damages in those amounts.

Moreover, Grand Canyon Ed. are liable to Ms. Winn and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

Ms. Winn seeks penalties under California Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Grand Canyon Ed., however, failed to maintain accurate records of hours worked, and all meal periods taken or missed by Ms. Winn and the Aggrieved Employees. As stated above, the company was very strict on having employees clock out for meal periods, whether or not they actually were provided with a meal period to ensure facial compliance. Specifically, Ms. Winn is required to clock out for her meal periods and continue working.

Grand Canyon Ed.'s failure to provide and maintain records required by the California Labor Code and the applicable IWC Wage Orders deprived Ms. Winn and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Grand Canyon Ed.'s records. Therefore, Ms. Winn and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Grand Canyon Ed.. As a direct result, Ms. Winn and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorneys' fees in seeking to compel Grand Canyon Ed. to fully perform their obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Grand Canyon Ed.'s knowing failure to comply with the California Labor Code and applicable IWC Wage Orders, Ms. Winn and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employee an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226(e)(2)(B)(iii).)

The statute further provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is 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) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars ($4,000), and is entitled to an award of costs and reasonable attorney's fees." (Lab. Code § 226(e)(1).)

Throughout the statutory period, Grand Canyon Ed. failed to, and continue to fail to timely furnish Ms. Winn and the Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law).

Because Grand Canyon Ed. violated Labor Code § 226, Ms. Winn and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights. Accordingly, Ms. Winn and similarly Aggrieved Employees are entitled to recover from Grand Canyon Ed. the greater of their actual damages caused by Grand Canyon Ed.'s failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars ($4,000) per employee. Moreover, Grand Canyon Ed. are liable to Ms. Winn and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to timely furnish accurate itemized wage statements.

Failure to Indemnify for Necessary Expenditures

Labor Code § 2802(a) provides that employers shall indemnify their employees for all necessary business expenditures or losses that have been incurred by the employee in direct discharge of his or her duties. Throughout the statute of limitations period applicable to this cause of action, Grand Canyon Ed. wrongfully required Ms. Winn and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Grand Canyon Ed.. Ms. Winn and the Aggrieved Employees regularly paid out-of-pocket for necessary employment-related expenses such as personal cell phone use as explained above. Ms. Winn was required to use her cell phone to speak with students before, during, and after her shifts. Ms. Winn and the Aggrieved Employees incurred substantial expenses as a direct result of performing their job duties for Grand Canyon Ed., but Grand Canyon Ed. failed to indemnify Ms. Winn and the Aggrieved Employees for these employment-related expenses.

As a result, Grand Canyon Ed. are liable to Ms. Winn and the Aggrieved Employees for the civil

penalties provided for in Labor Code §§ 2802 and 2699(f)(2) for failing to indemnify Ms. Winn and the Aggrieved Employees for necessary business expenditures.

Recordkeeping Requirement Violations

California Labor Code section 1174 requires employers to keep "accurate and complete" payroll records showing, among other things, the hours worked daily by Ms. Winn and Aggrieved Employees. All applicable IWC Wage Orders, section 7 similarly requires employers to keep accurate time records reflecting the times during which all owed meal periods were provided each day.

Based on information and belief, Grand Canyon Ed. failed, and continue to fail, to keep accurate and complete payroll records as required by law, including but not limited to the following records: total daily hours worked, applicable rates of pay, time records showing when Ms. Winn and other Aggrieved Employees began and ended each work period, time records of meal periods, and accurate itemized wage statements.

Based on information and belief, Grand Canyon Ed. failed and continue to fail to keep accurate and complete records showing total hours worked by Ms. Winn and Aggrieved Employees by virtue of Grand Canyon Ed.'s time rounding and/or auto deduction policies and practices and/or other off-the-clock work policies and practices.

Grand Canyon Ed. failed and continue to fail to keep accurate and complete records showing total hours worked by virtue of Grand Canyon Ed.'s failure to relieve Ms. Winn and Aggrieved Employees of all duties and Grand Canyon Ed.'s control for unpaid meal periods, resulting in unpaid hours worked.

Based on information and belief, Grand Canyon Ed. further failed, and continue to fail, to record the true start and end times of Ms. Winn's and Aggrieved Employees' meal periods.

Based on further information and belief, Grand Canyon Ed. further failed and continue to fail, to record the true start and end times of Ms. Winn's and Aggrieved Employees' work shifts.

Additionally, Grand Canyon Ed. failed, and continue to fail to keep accurate records and issue accurate wage statements by not documenting accrued sick time for Ms. Winn and Aggrieved Employees.

Grand Canyon Ed.'s failure to keep "accurate and complete" payroll records for Ms. Winn and Aggrieved Employees violates Labor Code sections 1174, 1198, 1199, and all applicable IWC Wage Orders, section 7. These violations subject Grand Canyon Ed. to civil penalties under Labor Code sections 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and Wage Order provision, for each Aggrieved Employees, results in a separate civil penalty.[1]

Action for Civil Penalties Under PAGA

In light of the above, Ms. Winn alleges that Grand Canyon Ed. violated the following provisions

[1] See Lab. Code §2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period").

of the Labor Code with respect to the Aggrieved Employees:

1. Labor Code §§ 204, 510, 1194, 1197, and 1198 by failing to pay for all hours worked, including minimum wages, straight time wages, and overtime wages;
2. Labor Code § 226.7 and applicable Wage Orders by failing to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing to authorize and permit rest periods;
4. Labor Code § 204 by failing to pay all earned wages two times per month;
5. California Labor Code § 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed;
6. Labor Code § 226 by failing to provide accurate itemized wage statements;
7. Labor Code § 2802 by failing to indemnify for necessary expenditures; and
8. Labor Code § 1174 by failing to keep accurate and complete payroll records.

Therefore, on behalf of potentially all Aggrieved Employees, Ms. Winn seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699.

Ms. Winn has placed Grand Canyon Ed. on notice by mailing a certified copy of this correspondence, as indicated on the first page. Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

WILSHIRE LAW FIRM

Gabriella Sole

Gabriella Sole, Esq.