

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal (State Bar #068687)

Kyle R. Nordrehaug (State Bar #205975)

Aparajit Bhowmik (State Bar #248066)

Nicholas J. De Blouw (State Bar #280922)

Christine T. LeVu (State Bar #288271)

christine@bamlawca.com

2255 Calle Clara

La Jolla, CA 92037

Telephone: (858)551-1223

Facsimile: (858) 551-1232

Website: www.bamlawca.com

Attorneys for Plaintiff

ELECTRONICALLY FILED

Superior Court of California,

County of Alameda

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By: Andrel Gospel,

Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

DEVON LABELLA, on behalf of the State of
California, as a private attorney general,

Plaintiff,

vs.

COX COMMUNICATIONS CAL., LLC, a
Limited Liability Company; COX
COMMUNICATIONS, INC., a Corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No. 25CV158617

REPRESENTATIVE ACTION
COMPLAINT FOR:

1. Civil Penalties Pursuant to Labor Code
§ 2699 for violations of Labor Code
§§ 204, 210, 226(a), 226.7, 246, 510, 512,
558(a)(1)(2), 1194, 1197, 1197.1, 1198,
2802, California Code of Regulations,
Title 8, Section 11040, Subdivision 5(A)-
(B), and the applicable Wage Order(s).

1 Plaintiff Devon Labella (“PLAINTIFF”), on behalf of the people of the State of
2 California and as an “aggrieved employee” acting as a private attorney general under the
3 Labor Code Private Attorney General Act of 2004, § 2699, (“PAGA”) only, alleges on
4 information and belief, except for his own acts and knowledge which are based on personal
5 knowledge, the following:

6 **INTRODUCTION**

7 1. PLAINTIFF brings this action against defendants Cox Communications Cal., LLC
8 and Cox Communications, Inc. (referred to as “DEFENDANT”) seeking only to recover PAGA
9 civil penalties on behalf of all current and former aggrieved employees that worked for
10 DEFENDANT. PLAINTIFF does **not seek to recover anything other than penalties as**
11 **permitted by California Labor Code § 2699**. To the extent that statutory violations are
12 mentioned for wage violations, PLAINTIFF does not seek underlying general and/or special
13 damages for those violations, but simply the civil penalties permitted by California Labor Code
14 § 2699.

15 2. California has enacted the PAGA which permits PLAINTIFF to bring an action
16 for PAGA penalties *only*, which is the precise and sole nature of this action.

17 3. Accordingly, PLAINTIFF seeks to obtain all applicable relief for
18 DEFENDANT’s violations under PAGA and solely for the relief as permitted by PAGA – that
19 is, penalties and any other relief the Court deems proper pursuant to the PAGA. Nothing in this
20 complaint should be construed as attempting to obtain any relief that would not be available in
21 a PAGA-only action.

22 4. PLAINTIFF is not suing in his individual capacity; he is proceeding
23 herein solely under the PAGA, on behalf of the State of California for all aggrieved employees.
24 Nothing in this complaint should be construed as PLAINTIFF suing in his individual capacity.

25 **THE PARTIES**

26 5. Cox Communications Cal., LLC is a Limited Liability Company that at all
27 relevant times mentioned herein conducted and continues to conduct substantial business in
28

1 California.

2 6. Cox Communications, Inc. is a corporation that at all relevant times mentioned
3 herein conducted and continues to conduct substantial business in California.

4 7. Cox Communications Cal., LLC and Cox Communications, Inc. were the joint
5 employers of PLAINTIFF as evidenced by paycheck, standardized company employment
6 handbooks, by standardized policies and procedures, by the company PLAINTIFF performed
7 work for respectively and by the California Secretary of State Business Information which
8 includes but is not limited the same mailing and business addresses and same agent for service
9 of process, and are therefore jointly responsible as employers for the conduct alleged herein, and
10 are therefore collectively referred to herein as ("DEFENDANT").

11 8. DEFENDANT is a broadband communications and entertainment company that
12 provides internet, television, and phone services, primarily to residential customers and
13 businesses.

14 9. PLAINTIFF is currently employed by DEFENDANT in California.
15 PLAINTIFF's employment with DEFENDANT started in August of 2021. PLAINTIFF has
16 been at all times classified by DEFENDANT as a non-exempt employee, paid on an hourly
17 basis, and entitled to the legally required meal and rest periods and payment of minimum and
18 overtime wages due for all time worked.

19 10. PLAINTIFF, and such persons that may be added from time to time who satisfy
20 the requirements and exhaust the administrative procedures under the Private Attorney General
21 Act, brings this Representative Action on behalf of the State of California with respect to all
22 individuals who are or previously were employed by Cox Communications CAL., LLC and/or Cox
23 Communications, Inc. in California, including any employees staffed with Cox Communications CAL.,
24 LLC and/or Cox Communications, Inc. by a third party, and classified as non-exempt employees
25 ("AGGRIEVED EMPLOYEES") during the time period of September 5, 2024 until a date as
26 determined by the Court (the "PAGA PERIOD").

27 11. PLAINTIFF, on behalf of all AGGRIEVED EMPLOYEES presently or
28 formerly employed by DEFENDANT during the PAGA PERIOD, brings this representative

1 action pursuant to Labor Code § 2699 seeking fixed civil penalties for DEFENDANT's
2 violation of California Labor Code §§ 204, 210, 226(a), 226.7, 246, 510, 512, 558(a)(1)(2),
3 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040,
4 Subdivision 5(A)-(B), and the applicable Wage Order(s). Based upon the foregoing,
5 PLAINTIFF and all AGGRIEVED EMPLOYEES are aggrieved employees within the
6 meaning of Labor Code § 2699.

7 12. The true names and capacities, whether individual, corporate, subsidiary,
8 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are
9 presently unknown to PLAINTIFF who therefore sues these Defendants by such fictitious
10 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this
11 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when
12 they are ascertained. PLAINTIFF is informed and believes, and based upon that information
13 and belief alleges, that the Defendants named in this Complaint, including DOES 1 through
14 50, inclusive, are responsible in some manner for one or more of the events and happenings
15 that proximately caused the injuries and damages hereinafter alleged.

16 13. The agents, servants and/or employees of the Defendants and each of them
17 acting on behalf of the Defendants acted within the course and scope of his, her or its
18 authority as the agent, servant and/or employee of the Defendants, and personally
19 participated in the conduct alleged herein on behalf of the Defendants with respect to the
20 conduct alleged herein. Consequently, the acts of each Defendant are legally attributable to
21 the other Defendants and all Defendants are jointly and severally liable to PLAINTIFF and
22 all the AGGRIEVED EMPLOYEES, for the loss sustained as a proximate result of the
23 conduct of the Defendants' agents, servants and/or employees.

24 THE CONDUCT

25
26 14. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT
27 was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all their time
28 worked, meaning the time during which an employee is subject to the control of an

1 employer, including all the time the employee is suffered or permitted to work.
2 DEFENDANT requires PLAINTIFF and the AGGRIEVED EMPLOYEES to work without
3 paying them for all the time they are under DEFENDANT's control. Among other things,
4 DEFENDANT requires PLAINTIFF to work while clocked out during what is supposed to
5 be PLAINTIFF's off-duty meal break. PLAINTIFF was from time to time interrupted by
6 work assignments while clocked out for what should have been PLAINTIFF's off-duty meal
7 break. DEFENDANT, as a matter of established company policy and procedure,
8 administers a uniform practice of rounding the actual time worked and recorded by
9 PLAINTIFF and the AGGRIEVED EMPLOYEES, always to the benefit of DEFENDANT,
10 so that during the course of their employment, PLAINTIFF and the AGGRIEVED
11 EMPLOYEES are paid less than they would have been paid had they been paid for actual
12 recorded time rather than "rounded" time. As a result, PLAINTIFF and the AGGRIEVED
13 EMPLOYEES forfeit minimum wage, overtime wage compensation, and off-duty meal
14 breaks by working without their time being correctly recorded and without compensation at
15 the applicable rates. DEFENDANT's policy and practice not to pay PLAINTIFF and the
16 AGGRIEVED EMPLOYEES for all time worked, is evidenced by DEFENDANT's business
17 records.

18 15. State law provides that employees must be paid overtime and meal and rest
19 break premiums at one-and-one-half times their "regular rate of pay." PLAINTIFF and the
20 AGGRIEVED EMPLOYEES are compensated at an hourly rate plus incentive pay that is
21 tied to specific elements of an employee's performance.

22 16. The second component of PLAINTIFF's and the AGGRIEVED
23 EMPLOYEES' compensation is DEFENDANT's non-discretionary incentive program that
24 paid PLAINTIFF and the AGGRIEVED EMPLOYEES incentive wages based on their
25 performance for DEFENDANT. The non-discretionary incentive program provided all
26 employees paid on an hourly basis with incentive compensation when the employees met the
27 various performance goals set by DEFENDANT. However, when calculating the regular
28 rate of pay in order to pay overtime and meal and rest break premiums to PLAINTIFF and

1 the AGGRIEVED EMPLOYEES, DEFENDANT failed to include the incentive
2 compensation as part of the employees' "regular rate of pay" for purposes of calculating
3 overtime pay and meal and rest break premium pay. Management and supervisors described
4 the incentive program to potential and new employees as part of the compensation package.
5 As a matter of law, the incentive compensation received by PLAINTIFF and the
6 AGGRIEVED EMPLOYEES must be included in the "regular rate of pay." The failure to
7 do so has resulted in a underpayment of overtime compensation and meal and rest break
8 premiums to PLAINTIFF and the AGGRIEVED EMPLOYEES by DEFENDANT.

9 17. As a result of their rigorous work schedules, PLAINTIFF and the
10 AGGRIEVED EMPLOYEES were from time to time unable to take thirty (30) minute off
11 duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF
12 and the AGGRIEVED EMPLOYEES were required from time to time to perform work as
13 ordered by DEFENDANT for more than five (5) hours during some shifts without receiving
14 a meal break. Further, DEFENDANT from time to time failed to provide PLAINTIFF and
15 AGGRIEVED EMPLOYEES with a second off-duty meal period for some workdays in
16 which these employees were required by DEFENDANT to work ten (10) hours of work.
17 DEFENDANT also engaged in the practice of rounding the meal period times to avoid
18 paying penalties to PLAINTIFF and the AGGRIEVED EMPLOYEES. PLAINTIFF and the
19 AGGRIEVED EMPLOYEES therefore forfeit meal breaks without additional compensation
20 and in accordance with DEFENDANT's corporate policy and practice.

21 18. During the PAGA PERIOD, PLAINTIFF and the AGGRIEVED
22 EMPLOYEES were also required from time to time to work in excess of four (4) hours
23 without being provided ten (10) minute rest periods. Further, these employees were denied
24 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2)
25 to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes
26 for some shifts worked of between six (6) and eight (8) hours from time to time, and a first,
27 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10)
28 hours or more from time to time. PLAINTIFF and the AGGRIEVED EMPLOYEES were

1 also not provided with one hour wages in lieu thereof. Additionally, the applicable
2 California Wage Order requires employers to provide employees with off-duty rest periods,
3 which the California Supreme Court defined as time during which an employee is relieved
4 from all work related duties and free from employer control. In so doing, the Court held that
5 the requirement under California law that employers authorize and permit all employees to
6 take rest period means that employers must relieve employees of all duties and relinquish
7 control over how employees spend their time which includes control over the locations
8 where employees may take their rest period. Employers cannot impose controls that prohibit
9 an employee from taking a brief walk - five minutes out, five minutes back. Here,
10 DEFENDANT's policy restricted PLAINTIFF and the AGGRIEVED EMPLOYEES from
11 unconstrained walks and is unlawful based on DEFENDANT's rule which states
12 PLAINTIFF and the AGGRIEVED EMPLOYEES cannot leave the work premises during
13 their rest period.

14 19. During the PAGA PERIOD, DEFENDANT failed to accurately record and
15 pay PLAINTIFF and the AGGRIEVED EMPLOYEES for the actual amount of time these
16 employees worked. Pursuant to the Industrial Welfare Commission Wage Orders,
17 DEFENDANT was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for
18 all time worked, meaning the time during which an employee was subject to the control of
19 an employer, including all the time the employee was permitted or suffered to permit this
20 work. DEFENDANT required these employees to work off the clock without paying them
21 for all the time they were under DEFENDANT's control. As such, DEFENDANT knew or
22 should have known that PLAINTIFF and the AGGRIEVED EMPLOYEES were under
23 compensated for all time worked. As a result, PLAINTIFF and the AGGRIEVED
24 EMPLOYEES forfeited time worked by working without their time being accurately
25 recorded and without compensation at the applicable minimum wage and overtime wage
26 rates. To the extent that the time worked off the clock does not qualify for overtime
27 premium payment, DEFENDANT failed to pay minimum wages for the time worked off-
28 the-clock in violation of Cal. Lab. Code §§ 1194, 1197, and 1197.1.

1 20. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
2 AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed to
3 show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226
4 provides that every employer shall furnish each of his or her employees with an accurate
5 itemized wage statement in writing showing, among other things, gross wages earned and all
6 applicable hourly rates in effect during the pay period and the corresponding amount of time
7 worked at each hourly rate. PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on
8 an hourly basis. As such, the wage statements should reflect all applicable hourly rates
9 during the pay period and the total hours worked, and the applicable pay period in which the
10 wages were earned pursuant to California Labor Code Section 226(a). The wage statements
11 DEFENDANT provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to
12 identify such information. More specifically, the wage statements failed to identify the
13 accurate total hours worked each pay period. When the hours shown on the wage statements
14 were added up, they did not equal the actual total hours worked during the pay period in
15 violation of Cal. Lab. Code 226(a)(2). Additionally, DEFENDANT violated Cal. Lab. Code
16 Section 226(a)(8) by failing to list the correct name of the legal entity that employs
17 PLAINTIFF and other AGGRIEVED EMPLOYEES. Aside, from the violations listed above
18 in this paragraph, DEFENDANT failed to issue to PLAINTIFF an itemized wage statement
19 that lists all the requirements under California Labor Code 226. As a result, DEFENDANT
20 from time to time provided PLAINTIFF and the AGGRIEVED EMPLOYEES with wage
21 statements which violated Cal. Lab. Code § 226.

22 21. Cal. Lab. Code § 204(d) provides, the requirements of this section shall be
23 deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if
24 the wages are paid not more than seven (7) calendar days following the close of the payroll
25 period. Cal. Lab. Code § 210 provides:

26 in [I]n addition to, and entirely independent and apart from, any other penalty provided
27 this article, every person who fails to pay the wages of each employee as provided in
28 Sections. . . .204. . .shall be subject to a civil 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

1 (\$200) for each failure to pay each employee, plus 25 percent of the amount
2 unlawfully withheld.

3 22. DEFENDANT from time to time failed to pay PLAINTIFF and the
4 AGGRIEVED EMPLOYEES within seven (7) days of the close of the payroll period in
5 accordance with Cal. Lab. Code § 204(d), including but not limited to the “Hourly” regular
6 wage payments.

7 23. DEFENDANT underpaid sick pay wages to PLAINTIFF and the
8 AGGRIEVED EMPLOYEES by failing to pay such wages at the regular rate of pay in
9 violation of Cal. Lab. Code Section 246. Specifically, PLAINTIFF and other non-exempt
10 employees earn non-discretionary remuneration, including, but not limited to, incentives,
11 shift differential pay, and bonuses. Rather than pay sick pay at the regular rate of pay,
12 DEFENDANT underpays sick pay to PLAINTIFF and the AGGRIEVED EMPLOYEES at
13 their base rates of pay.

14 24. Cal. Lab. Code Section 246(l)(2) requires that paid sick time for nonexempt
15 employees be calculated by dividing the employee’s total wages, not including overtime
16 premium pay, by the employee’s total hours worked in the full pay periods of the prior 90
17 days of employment.

18 25. DEFENDANT violated Cal. Lab. Code Section 246 by failing to pay sick pay
19 at the regular rate of pay. PLAINTIFF and the AGGRIEVED EMPLOYEES routinely
20 earned non-discretionary incentive wages which increased their regular rate of pay.
21 However, when sick pay was paid, it was paid at the base rate of pay for PLAINTIFF and
22 the AGGRIEVED EMPLOYEES, as opposed to the correct, higher regular rate of pay, as
23 required under Cal. Lab. Code Section 246.

24 26. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFF
25 and the AGGRIEVED EMPLOYEES their correct wages and accordingly owe waiting time
26 penalties pursuant to Cal. Lab. Code Section 203. Further, PLAINTIFF is informed and
27 believes and based thereon alleges that such failure to pay sick pay at regular rate was
28

1 willful, such that the AGGRIEVED EMPLOYEES whose employment has separated are
2 entitled to waiting time penalties pursuant to Cal. Lab. Code Sections 201-203.

3 27. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
4 PLAINTIFF and the AGGRIEVED EMPLOYEES for required business expenses incurred
5 by the PLAINTIFF and the AGGRIEVED EMPLOYEES in direct consequence of
6 discharging their duties on behalf of DEFENDANT. Under California Labor Code Section
7 2802, employers are required to indemnify employees for all expenses incurred in the course
8 and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer
9 shall indemnify his or her employee for all necessary expenditures or losses incurred by the
10 employee in direct consequence of the discharge of his or her duties, or of his or her
11 obedience to the directions of the employer, even though unlawful, unless the employee, at
12 the time of obeying the directions, believed them to be unlawful."

13 28. In the course of their employment PLAINTIFF and the AGGRIEVED
14 EMPLOYEES as a business expense, were required by DEFENDANT to use their own
15 personal cellular phones and home offices as a result of and in furtherance of their job duties
16 as employees for DEFENDANT but are not reimbursed or indemnified by DEFENDANT
17 for the cost associated with the use of their personal cellular phones and home offices for
18 DEFENDANT's benefit. Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES
19 were required by DEFENDANT to use their personal cellular phones and home offices. As
20 a result, in the course of their employment with DEFENDANT, PLAINTIFF and the
21 AGGRIEVED EMPLOYEES incurred unreimbursed business expenses which included, but
22 were not limited to, costs related to the use of their personal cellular phones and home
23 offices all on behalf of and for the benefit of DEFENDANT.

24 **JURISDICTION AND VENUE**

25
26 29. This Court has jurisdiction over this Action pursuant to California Code of
27 Civil Procedure, Section 410.10.

28 30. Venue is proper in this Court pursuant to California Code of Civil Procedure,

1 Sections 395.5 and 393, because DEFENDANT operates in locations across California,
2 employs AGGRIEVED EMPLOYEES across California, including in this County, and
3 committed the wrongful conduct herein alleged in this County against AGGRIEVED
4 EMPLOYEES.

5
6 **FIRST CAUSE OF ACTION**

7 **For Violation of the Private Attorneys General Act**

8 **[Cal. Lab. Code §§ 2698]**

9 **(By PLAINTIFF and Against All Defendants)**

10 31. PLAINTIFF realleges and incorporates by this reference, as though fully set
11 forth herein, the prior paragraphs of this Complaint.

12 32. PAGA is a mechanism by which the State of California itself can enforce state
13 labor laws through the employee suing under the PAGA who do so as the proxy or agent of
14 the state's labor law enforcement agencies. An action to recover civil penalties under
15 PAGA is fundamentally a law enforcement action designed to protect the public and not to
16 benefit private parties. The purpose of the PAGA is not to recover damages or restitution,
17 but to create a means of "deputizing" citizens as private attorneys general to enforce the
18 Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the
19 public interest to allow aggrieved employees, acting as private attorneys general to recover
20 civil penalties for Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA
21 claims cannot be subject to arbitration.

22 33. PLAINTIFF, and such persons that may be added from time to time who
23 satisfy the requirements and exhaust the administrative procedures under the Private
24 Attorney General Act, brings this Representative Action on behalf of the State of California
25 with respect to all individuals who are or previously were employed by Cox Communications
26 CAL., LLC and/or Cox Communications, Inc. in California, including any employees staffed with
27 Cox Communications CAL., LLC and/or Cox Communications, Inc. by a third party, and classified
28 as non-exempt employees ("AGGRIEVED EMPLOYEES") during the time period of

1 September 5, 2024 until a date as determined by the Court (the "PAGA PERIOD").

2 34. On September 5, 2025, PLAINTIFF gave written notice by electronic mail to
3 the Labor and Workforce Development Agency (the "Agency") and by certified mail to the
4 employer of the specific provisions of this code alleged to have been violated as required by
5 Labor Code § 2699.3. *See Exhibit #1*, attached hereto and incorporated by this reference
6 herein. The statutory waiting period for PLAINTIFF to add these allegations to the
7 Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now
8 commence a representative civil action under PAGA pursuant to Section 2699 as the proxy
9 of the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

10 35. The policies, acts and practices heretofore described were and are an unlawful
11 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the
12 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly
13 record and provide legally required meal and rest periods, (c) failed to pay minimum wages,
14 (d) failed to pay overtime wages and sick pay wages, and (e) failed to reimburse employees
15 for required expenses, all in violation of the applicable Labor Code sections listed in Labor
16 Code §§ 204, 210, 226(a), 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198,
17 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the
18 applicable Wage Order(s), and thereby gives rise to civil penalties as a result of such
19 conduct.¹ PLAINTIFF hereby seeks recovery of only civil penalties as prescribed by the
20 Labor Code Private Attorney General Act of 2004 as the representative of the State of
21 California for the illegal conduct perpetrated on PLAINTIFF and the AGGRIEVED
22 EMPLOYEES.

23 **PRAYER FOR RELIEF**

24 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
25 severally, as follows:

26 1. On behalf of the State of California and with respect to all AGGRIEVED

27 ¹Plaintiff specifically excludes and/or does not allege any claims under California Labor
28 Code §558(a)(3).

EMPLOYEES:

A) Recovery of civil penalties as prescribed by the Labor Code Private Attorneys General Act of 2004; and,

B) An award of attorneys' fees and cost of suit, as allowable under the law, including, but not limited to, pursuant to Labor Code §2699.

Dated: December 9, 2025 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW
LLP

By: /s/ Norman Blumenthal
Norman B. Blumenthal
Kyle R. Nordrehaug
Nicholas J. De Blouw

Attorneys for Plaintiff

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EXHIBIT 1

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

**2255 CALLE CLARA
LA JOLLA, CALIFORNIA 92037**

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

**WRITERS E-MAIL:
rico@bamlawca.com**

**WRITERS EXT:
1009**

September 5, 2025
CA3731

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Cox Communications CAL., LLC
Certified Mail #9589071052700057735518
CSC - LAWYERS INCORPORATING
SERVICE
KOY SAECHAO
2710 GATEWAY OAKS DRIVE, Suite 150N
SACRAMENTO, CA 95833

Re: Notice Of Violations Of California Labor Code Sections §§ 204,
210, 226(a), 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197,
1197.1, 1198, 2802, California Code of Regulations, Title 8,
Section 11040, Subdivision 5(A)-(B), and Violation of Applicable
Industrial Welfare Commission Wage Order(s) brought Pursuant
To California Labor Code Section 2699.5.

Dear Sir/Madam:

This letter serves as a written notice under California Labor Code Section 2699.3 on behalf of Devon Labella (“Plaintiff”) and all other Aggrieved Employees of Cox Communications CAL., LLC (a/k/a Cox Communications California, LLC) and/or Cox Communications, Inc. (“Defendant”). “Aggrieved Employees” refers to all individuals who are or previously were employed by Cox Communications CAL., LLC and/or Cox Communications, Inc. in California, including any employees staffed with Cox Communications CAL., LLC and/or Cox Communications, Inc. by a third party, and classified as non-exempt employees during the time period of September 5, 2024 until a date as determined by the Court (“PAGA Period”). Our offices represent Plaintiff and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff has been employed by Defendant since August of 2021. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, for all of their time spent working off the clock as described further below, and for businesses expenses incurred but not reimbursed.

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

Plaintiff is employed by Defendant as an Inside Relationship Representative and works from home and at Defendant's office located at 27422 Portola Pkwy, Foothill Ranch, CA 92610. Throughout Plaintiff's employment and during the PAGA period, Plaintiff and other Aggrieved Employees are often unable to receive compliant meal breaks and rest breaks, which are often taken late, after the 5th hour of work or interrupted by work-related issues. For example, Plaintiff's normal shift is from 8 a.m. to 5 p.m. and he usually takes his lunch at 12 p.m. Sometimes, however, due to high call volume, customer phone calls lasting longer than expected or meetings with management, Plaintiff is forced to take his lunch late, after 1 p.m. Also, Plaintiff's meal breaks are sometimes interrupted by phone calls to his desk extension number or personal cell phone from customers or managers regarding work-related issues. Plaintiff's rest breaks were also affected by issues such as high call volume and interruptions. Specifically, Plaintiff's rest breaks were often taken late and he regularly missed one of the two rest breaks he should have received throughout the workday. When Plaintiff did take a rest break, they were often interrupted by Microsoft Teams messages regarding work-related issues. As a result, during the PAGA period Plaintiff and other Aggrieved Employees are often unable to take compliant meal breaks and rest breaks which is in violation of Cal. Labor Codes Sections 226.7 and 512. Plaintiff's wage statements show that Defendant failed to pay him for a vast majority of the meal and rest break violations he suffered. For example, for the entire year of 2024, when Plaintiff often did not receive compliant meal and/or rest breaks, Plaintiff was not paid any rest break premiums and was paid for only two meal breaks violations. Attached as **Exhibit #1** is a true and correct copy of Plaintiff's wage statement dated December 27, 2024.

In addition, Plaintiff has worked while off the clock which has resulted in unpaid minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197 & 1198. For example, as set forth above, Plaintiff is sometimes interrupted with work-related issues during meal and rest breaks which results in unpaid off the clock work. Also, it took several minutes just to clock in for the workday on occasions when the Avaya phone system was down, leading to additional unpaid off the clock work. Furthermore, sometimes on the weekends Plaintiff would be required to communicate with managers to explain the status on accounts related to important corporate customers, all while off the clock resulting in additional unpaid minimum and overtime wages. Also, as described above, pursuant to Labor Code § 204 & 210, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. The violations by Defendant were significant in number as a result of the non-payment and/or underpayment of meal and rest break penalties and the failure to pay for all the off the clock work.

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

Additionally, Plaintiff and the Aggrieved Employees are paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the proper regular and overtime wages earned. This often did not occur. Plaintiff contends that Defendant fails to provide accurate wage statements to him, and other Aggrieved Employees, in violation of California Labor Code section 226(a). The wage statements Defendant provides to Plaintiff and the Aggrieved employees are not accurate because, for example, the wage statements fail to identify the correct number of hours worked since Defendant fails to record the time Plaintiff spends working during meal breaks or when he is contacted at home on the weekend by managers to discuss issues related to business clients. Additionally, Defendant violated Cal. Lab. Code Section 226(a)(8) by failing to list the correct name of the legal entity that employs Plaintiff and other Aggrieved Employees.

In addition, Defendant fails to include all non-discretionary incentive wages into the regular rate for purposes of calculating Plaintiff's correct overtime rate during certain pay periods. For example, from March of 2024 through the present, Plaintiff's hourly rate has been \$25.74 and his overtime rate has been \$38.61 which is exactly 1.5 times his hourly rate. During the PAGA Period, however, Plaintiff regularly receives non-discretionary pay during pay periods where he works overtime but his overtime rate never changes because Defendant fails to include this non-discretionary compensation into Plaintiff's regular rate which results in an underpayment of overtime. For example, Plaintiff has earned non-discretionary "**SPIFF**" (Sales Performance Incentive Fund) pay in pay periods where he earned overtime but this "**SPIFF**" compensation was not included in Plaintiff's regular rate for purposes of calculating his correct overtime pay. See **Exhibit #2** which is a true and correct copy of Plaintiff's wage statement for the pay period November 9, 2024 through November 22, 2024 showing a \$60 "**SPIFF**" incentive payment that wasn't included in Plaintiff's regular rate for purposes of determining his correct overtime rate during that pay period. In addition, Plaintiff earned monthly commission payments based on the number of calls he handled ("**MnthCom**") that also were not factored into his regular rate for overtime purposes. See **Exhibit #3** which is a true and correct copy of Plaintiff's wage statement for the pay period August 31, 2024 through September 13, 2024. Plaintiff also received non-discretionary pay identified in his wage statements as "**GU AMP REC**" in the same pay period he earned overtime which was not included in his regular rate. See **Exhibit #4** which is a true and correct copy of Plaintiff's wage statement for the pay period September 28, 2024 through October 11, 2024. This failure to include all non-discretionary incentive wages into Plaintiff's regular rate, also was a violation of Cal. Lab code section 510.

Plaintiff was also not reimbursed for business related expenses he incurred as a result of his job duties for Defendant in violation of Cal. Lab. Code Section 2802. For example, as set forth above, Plaintiff had to use his personal cell phone for work-related purposes but was not reimbursed the reasonable expenses he incurred using his cell phone

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for Defendant's benefit. Also, even though Defendant provided some items needed for remote work such as an Avaya phone system, desktop computer and monitor, Plaintiff nonetheless incurred additional expenses as a result of working from home for which he was not reimbursed, such as a desk, office chair, modem and router rental, and power/electricity costs.

Defendant also failed to comply with California's paid sick leave laws with respect to Plaintiff and other Aggrieved Employees in violation of California Labor Code Section 246. Due to Defendant's policy and practice of not including some forms of non-discretionary wages, including but not limited to **"SPIFF"**, **"MnthCom"** and **"GU AMP REC"** from the regular rate of pay, Plaintiff believes and alleges that Defendant underpaid sick pay at only Plaintiff's and Aggrieved Employees' base hourly rate instead of regular rate of pay.

This notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit will consist of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees.

If you have any questions of concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

/s/ Ricardo R. Ehmann

Ricardo R. Ehmann, Esq.

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San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

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Fax: (858) 551-1232

**WRITERS E-MAIL:
rico@bamlawca.com**

**WRITERS EXT:
1009**

September 5, 2025
CA3731

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Cox Communications, Inc.
Certified Mail # 9589071052700057735525
Corporation Service Company
251 Little Falls Drive
Wilmington, DE 19808

Re: Notice Of Violations Of California Labor Code Sections §§ 204, 210, 226(a), 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and Violation of Applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

This letter serves as a written notice under California Labor Code Section 2699.3 on behalf of Devon Labella (“Plaintiff”) and all other Aggrieved Employees of Cox Communications CAL., LLC (a/k/a Cox Communications California, LLC) and/or Cox Communications, Inc. (“Defendant”). “Aggrieved Employees” refers to all individuals who are or previously were employed by Cox Communications CAL., LLC and/or Cox Communications, Inc. in California, including any employees staffed with Cox Communications CAL., LLC and/or Cox Communications, Inc. by a third party, and classified as non-exempt employees during the time period of September 5, 2024 until a date as determined by the Court (“PAGA Period”). Our offices represent Plaintiff and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff has been employed by Defendant since August of 2021. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, for all of their time spent working off the clock as described further below, and for businesses expenses incurred but not reimbursed.

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This notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit will consist of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees.

If you have any questions of concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

/s/ Ricardo R. Ehmann

Ricardo R. Ehmann, Esq.

EXHIBIT 1

Cox Communications CAL., LLC 6205-A Peachtree Dunwoody Rd. Atlanta, GA 30328 +1 (877) 2906947	CO/PYGP: Cox Communications CAL., LLC BiWeekly CCI Pay Begin Date: 12/07/2024 Pay End Date: 12/20/2024 Location Name: Foothill Ranch, CA - 27422 Portola Pkwy, Suite 100 Address: 6205-A Peachtree Dunwoody Rd. Atlanta, GA 30328	Business Unit: ORNG1 Advice#: 0 Advice Date: 12/27/2024
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		TAX DATA	Federal State/Province: CA
Devon Labella	Employee ID: [REDACTED] Department: 4100297400 DO NOT USE - Cox 2.0 - Retention English CB COE ORNG1 Location: Foothill Ranch, CA - 27422 Portola Pkwy, Suite 100 Job Title: Inside Relationship Rep - CCI Pay Rate: \$25.74 Hourly	Tax Status: Single or Married filing separately Allowances: [REDACTED] Addtl Percent: [REDACTED] Addtl Amount: [REDACTED]	Single or Married (with two or more incomes): [REDACTED]

HOURS AND EARNINGS								TAXES		
-----Pay Period-----			-----Current-----			-----YTD-----			Description	
Description	Begin Date	End Date	Rate	Hours/Units	Earnings	Hours/Units	Earnings		Current	YTD
Holiday						48	1,211.76		CA SDI - CASDI	23.16 928.54
Non Sales						6	148.50		OASDI	130.64 5,236.06
Refer Bns						0	1,000.00		Medicare	30.55 1,224.56
Volunteer Time						6	154.44		Federal Withholding	203.39 9,203.78
PTO						128.5	3,271.96		State Tax - CA	48.37 2,561.56
Meal Pay						2	51.48			
GU AMP REC						0	287.61			
Voting Time						1	25.74			
SPIFF						0	2,091.17			
MnthCom						0	29,935.43			
GTL - Group Term Life *	12/07/2024	12/20/02024	0	0	1.54	0	39.50			
Regular	12/07/2024	12/13/02024	25.74	38.516666	991.41	0				
Regular	12/14/2024	12/20/02024	25.74	31.1	800.51	1698.9	43,337.42			
Overtime	12/14/2024	12/20/02024	38.61	0.233333	9.00	19.750007	936.40			
Sick Pay	12/14/2024	12/20/02024	42.862438	8	342.90	59.5	2,955.22			
*Taxable Benefit Not included in Gross Pay TOTAL:					2,145.36	85,446.63		TOTAL:	436.11	19,154.50

BEFORE-TAX DEDUCTIONS			AFTER-TAX DEDUCTIONS			EMPLOYER PAID BENEFITS		
Description	Current	YTD	Description	Current	YTD	Description	Current	YTD
401(k) Savings	192.95	7,351.34	401(k) Roth Savings		254.72	Life & AD & PL	4.82	124.66
Vision	3.75	97.50	401(k) Loan (Employee Loan 3)		442.85	Dental	19.22	499.72
Dental	15.94	414.44	Gross Up Offset		183.96	Medical ER	256.21	6,661.46
Medical	18.54	482.04	Accident	4.13	107.38	Long Term Disability	8.48	219.28
			Cox Charities	5.00	50.00	401(k) ER Match 2%	42.88	1,681.52
			Life & AD&PL	26.44	683.72	401(k) ER Match	128.63	5,044.10
			401(k) Loan (Employee Loan 5)	66.19	595.71			
			401(k) Loan (Employee Loan 4)	44.98	1,169.48			
TOTAL:	231.18	8,345.32	TOTAL:	146.74	3,487.82	*Taxable Benefit Not included in Gross Pay		

HOURS WORKED		TOTAL GROSS	FED TAXABLE GROSS	Total Taxes	TOTAL DEDUCTIONS	NET PAY
Current	69.85	2,143.82	1914.18	436.11	377.92	1,329.79
YTD	1,731.65	85,407.13	77101.31	19,154.50	11,833.14	54,419.49

YEAR TO DATE	PTO	VACATION	SICK	PERSONAL
Start Balance	12			
+Earned	0			
-Taken	8			
+Adjustments				
End Balance	4			

NET PAY DISTRIBUTION		
Advice#	Account Type	Account Number
0		[REDACTED]
TOTAL:		1,329.79

	Avaiable	Used
COVID Suppl Paid Sick Leave Balance (if eligible):	40.00 Hours	0.00 Hours

EXHIBIT 2

Cox Communications CAL., LLC 6205-A Peachtree Dunwoody Rd. Atlanta, GA 30328 +1 (877) 2906947	CO/PYGP:	Cox Communications CAL., LLCUS BiWeekly CCI	Business Unit	ORNG1
	Pay Begin Date:	11/09/2024	Pay End Date:	11/22/2024
	Location Name:	Foothill Ranch, CA - 27422 Portola Pkwy, Suite 100	Advice#	0
	Address:	6205-A Peachtree Dunwoody Rd. Atlanta, GA 30328	Advice Date:	11/29/2024

			TAX DATA	Federal State/Province: CA
Devon Labella 	Employee ID:		Tax Status	Single or Married (with two or more incomes)
	Department:	4100297400 DO NOT USE - Cox 2.0 - Retention English CB COE ORNG1		
	Location:	Foothill Ranch, CA - 27422 Portola Pkwy, Suite 100	Allowances	
	Job Title:	Inside Relationship Rep - CCI	Addtl Percent	
	Pay Rate:	\$25.74 Hourly	Addtl Amount	

HOURS AND EARNINGS								TAXES		
----Pay Period----			-----Current-----			-----YTD-----		Description	Current	YTD
Description	Begin Date	End Date	Rate	Hours/Units	Earnings	Hours/Units	Earnings			
GTL - Group Term Life *						0	34.88	CA SDI - CASDI	34.74	870.05
Non Sales						6	148.50	OASDI	195.83	4,906.08
Refer Bns						0	1,000.00	Medicare	45.80	1,147.39
Volunteer Time						6	154.44	Federal Withholding	368.55	8,702.71
Sick Pay						51.5	2,612.32	State Tax - CA	125.24	2,465.67
PTO						128.5	3,271.96			
Meal Pay						2	51.48			
Holiday						40	1,005.84			
Regular						1510.55	38,489.31			
GU AMP REC						0	287.61			
Voting Time						1	25.74			
Overtime	10/26/2024	11/01/02024	0	0.033333	0.27	0				
Overtime	10/26/2024	11/01/02024	0	0.083334	0.65	18.83334	901.01			
Overtime	10/26/2024	11/01/02024	0	0.016667	0.13	0				
Overtime	10/19/2024	10/25/02024	0	0.016667	0.14	0				
Overtime	10/19/2024	10/25/02024	0	0.033334	0.28	0				
Overtime	10/19/2024	10/25/02024	0	0.083334	0.69	0				
Overtime	10/12/2024	10/18/02024	0	0.1	2.00	0				
Overtime	10/05/2024	10/11/02024	0	0.083333	0.82	0				
Overtime	10/05/2024	10/11/02024	0	0.116666	1.14	0				
Overtime	09/28/2024	10/04/02024	0	0.016667	0.13	0				
Overtime	09/28/2024	10/04/02024	0	0.15	1.18	0				
SPIFF	10/01/2024	10/31/02024	0	0	60.00	0	2,091.17			
MnthCom	10/01/2024	10/31/02024	0	0	3,091.22	0	29,935.43			
*Taxable Benefit Not included in Gross Pay TOTAL:					3,158.65	80,009.69		TOTAL:	770.16	18,091.90

BEFORE-TAX DEDUCTIONS			AFTER-TAX DEDUCTIONS			EMPLOYER PAID BENEFITS		
Description	Current	YTD	Description	Current	YTD	Description	Current	YTD
Vision		86.25	401(k) Roth Savings		254.72	Life & AD & PL		110.20
Dental		366.62	401(k) Loan (Employee Loan 3)		442.85	Dental		442.06
Medical		426.42	Gross Up Offset		183.96	Medical ER		5,892.83
401(k) Savings	284.28	6,862.41	Accident		94.99	Long Term Disability		193.84
			Cox Charities	35.00		401(k) ER Match 2%	63.18	1,572.86
			Life & AD&PL	604.40		401(k) ER Match	189.52	4,718.16
			401(k) Loan (Employee Loan 5)	397.14				
			401(k) Loan (Employee Loan 4)	1,034.54				
TOTAL:	284.28	7,741.70	TOTAL:	3,047.60		*Taxable Benefit Not included in Gross Pay		

HOURS WORKED		TOTAL GROSS	FED TAXABLE GROSS	Total Taxes	TOTAL DEDUCTIONS	NET PAY
Current	0.00	3,158.65	2874.37	770.16	284.28	2,104.21
YTD	1,542.38	79,974.81	72267.99	18,091.90	10,789.30	51,093.61

YEAR TO	PTO	VACATION	SICK	PERSONAL	NET PAY DISTRIBUTION
---------	-----	----------	------	----------	----------------------

DATE	
Start Balance	-4
+Earned	0
-Taken	0
+Adjustments	
End Balance	-4

Account Type	Account Number	Deposit Amount
Advice# 0		2,104.21
TOTAL:		2,104.21

	Avaiaible	Used
COVID Suppl Paid Sick Leave Balance (if eligible):	40.00 Hours	0.00 Hours
COVID GEN Suppl Paid Sick Leave Balance (if eligible):	40.00 Hours	0.00 Hours

MESSAGE Address changes must be completed by 12/31/2024 for W-2 processing.

EXHIBIT 3

Cox Communications CAL., LLC 6205-A Peachtree Dunwoody Rd. Atlanta, GA 30328 +1 (877) 2906947	CO/PYGP: Cox Communications CAL., LLC BiWeekly CCI Pay Begin Date: 08/31/2024 Pay End Date: 09/13/2024 Location Name: Foothill Ranch, CA - 27422 Portola Pkwy, Suite 100 Address: 6205-A Peachtree Dunwoody Rd. Atlanta, GA 30328	Business Unit: ORNG1 Advice#: 0 Advice Date: 09/20/2024
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		TAX DATA	Federal State/Province: CA
Devon Labella	Employee ID: [REDACTED] Department: 4100297400 DO NOT USE - Cox 2.0 - Retention English CB COE ORNG1 Location: Foothill Ranch, CA - 27422 Portola Pkwy, Suite 100 Job Title: Inside Relationship Rep - CCI Pay Rate: \$25.74 Hourly	Tax Status: Single or Married (with two or more incomes) filing separately Allowances: [REDACTED] Addtl Percent: [REDACTED] Addtl Amount: [REDACTED]	

HOURS AND EARNINGS								TAXES		
----Pay Period-----			-----Current-----			-----YTD-----		Description	Current	YTD
Description	Begin Date	End Date	Rate	Hours/Units	Earnings	Hours/Units	Earnings			
Holiday						32	799.92	CA SDI - CASDI	17.66	705.11
GTL - Group Term Life *						0	27.18	OASDI	99.52	3,975.94
Non Sales						6	148.50	Medicare	23.28	929.86
GU AMP REC						0	185.79	Federal Withholding	148.97	7,190.45
Refer Bns						0	1,000.00	State Tax - CA	23.81	2,077.25
Volunteer Time						6	154.44			
Regular						1204.350001	30,607.76			
Sick Pay						35.5	1,799.91			
PTO						112.5	2,860.12			
Meal Pay						2	51.48			
MnthCom	08/01/2024	08/31/02024	0	0	1,562.01	0	24,351.10			
Overtime	08/24/2024	08/30/02024	0	0.1	0.43	0				
Overtime	08/24/2024	08/30/02024	0	0.116667	0.50	17.950004	857.20			
Overtime	08/17/2024	08/23/02024	0	0.05	0.16	0				
Overtime	08/17/2024	08/23/02024	0	0.083333	0.27	0				
Overtime	08/17/2024	08/23/02024	0	0.1	0.33	0				
Overtime	08/17/2024	08/23/02024	0	0.05	0.16	0				
Overtime	08/10/2024	08/16/02024	0	0.016667	0.05	0				
Overtime	08/10/2024	08/16/02024	0	0.333333	1.10	0				
Overtime	08/10/2024	08/16/02024	0	0.233334	0.76	0				
Overtime	08/10/2024	08/16/02024	0	0.183334	0.60	0				
Overtime	08/03/2024	08/09/02024	0	0.016667	0.12	0				
Overtime	07/27/2024	08/02/02024	0	0.033333	0.14	0				
Overtime	07/27/2024	08/02/02024	0	0.1	0.44	0				
SPIFF	08/01/2024	08/31/02024	0	0	38.02	0	1,972.80			
*Taxable Benefit Not included in Gross Pay TOTAL:						1,605.09	64,816.20	TOTAL:	313.24	14,878.61

BEFORE-TAX DEDUCTIONS			AFTER-TAX DEDUCTIONS			EMPLOYER PAID BENEFITS		
Description	Current	YTD	Description	Current	YTD	Description	Current	YTD
Vision		67.50	Gross Up Offset		117.60	Life & AD & PL		86.10
Dental		286.92	401(k) Roth Savings		254.72	Dental		345.96
Medical		333.72	401(k) Loan (Employee Loan 3)		442.85	Medical ER		4,611.78
401(k) Savings	144.46	5,504.82	401(k) Loan (Employee Loan 4)		809.64	Long Term Disability		151.44
			Accident		74.34	401(k) ER Match 2%	32.11	1,271.15
			Life & AD&PL		472.20	401(k) ER Match	96.31	3,813.12
			Cox Charities		10.00			
			401(k) Loan (Employee Loan 5)		66.19			
TOTAL:	144.46	6,192.96	TOTAL:		2,247.54	*Taxable Benefit Not included in Gross Pay		

HOURS WORKED		TOTAL GROSS	FED TAXABLE GROSS	Total Taxes	TOTAL DEDUCTIONS	NET PAY
Current	0.00	1,605.09	1460.63	313.24	144.46	1,147.39
YTD	1,234.30	64,789.02	58623.24	14,878.61	8,440.50	41,469.91

NET PAY DISTRIBUTION

YEAR TO DATE	PTO	VACATION	SICK	PERSONAL
Start Balance	-20			
+Earned	16			
-Taken	8			
+Adjustments				
End Balance	-12			

	Account Type	Account Number	Deposit Amount
Advice# 0			1,147.39
TOTAL:			1,147.39

	Avaiable	Used
COVID Suppl Paid Sick Leave Balance (if eligible):	40.00 Hours	0.00 Hours
COVID GEN Suppl Paid Sick Leave Balance (if eligible):	40.00 Hours	0.00 Hours

MESSAGE

EXHIBIT 4

Cox Communications CAL., LLC 6205-A Peachtree Dunwoody Rd. Atlanta, GA 30328 +1 (877) 2906947	CO/PYGP: Cox Communications CAL., LLC US BiWeekly CCI Pay Begin Date: 09/28/2024 Pay End Date: 10/11/2024 Location Name: Foothill Ranch, CA - 27422 Portola Pkwy, Suite 100 Address: 6205-A Peachtree Dunwoody Rd. Atlanta, GA 30328	Business Unit ORNG1 Advice# 0 Advice Date: 10/18/2024
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		TAX DATA	Federal State/Province: CA
Devon Labella [REDACTED]	Employee ID: [REDACTED] Department: 4100297400 DO NOT USE - Cox 2.0 - Retention English CB COE ORNG1 Location: Foothill Ranch, CA - 27422 Portola Pkwy, Suite 100 Job Title: Inside Relationship Rep - CCI Pay Rate: \$25.74 Hourly	Tax Status Single or Married filing separately Single or Married (with two or more incomes)	Allowances Addtl Percent Addtl Amount

HOURS AND EARNINGS								TAXES		
----Pay Period-----			-----Current-----			-----YTD-----		Description	Current	YTD
Description	Begin Date	End Date	Rate	Hours/Units	Earnings	Hours/Units	Earnings			
Non Sales						6	148.50	State Tax - CA	36.81	2,283.73
MnthCom						0	26,844.21	CA SDI - CASDI	20.95	798.25
Refer Bns						0	1,000.00	OASDI	118.20	4,501.19
Volunteer Time						6	154.44	Medicare	27.64	1,052.70
Sick Pay						51.5	2,612.32	Federal Withholding	189.77	8,019.35
PTO						128.5	3,271.96			
Meal Pay						2	51.48			
Holiday						40	1,005.84			
GTL - Group Term Life *	09/28/2024	10/11/02024	0	0	1.54	0	31.80			
Regular	09/28/2024	10/04/02024	25.74	39.85	1,025.73	0				
Overtime	09/28/2024	10/04/02024	44.985	0.166667	7.50	0				
GU AMP REC	09/28/2024	10/11/02024	0	0	82.73	0	287.61			
SPIFF						0	2,031.17			
Regular	10/05/2024	10/11/02024	25.74	31.833333	819.39	1378.3	35,085.20			
Overtime	10/05/2024	10/11/02024	38.61	0.199999	7.71	18.433337	878.13			
*Taxable Benefit Not included in Gross Pay TOTAL:					1,944.60		73,402.66	TOTAL:	393.37	16,655.22

BEFORE-TAX DEDUCTIONS			AFTER-TAX DEDUCTIONS			EMPLOYER PAID BENEFITS		
Description	Current	YTD	Description	Current	YTD	Description	Current	YTD
Vision	3.75	78.75	401(k) Roth Savings		254.72	Life & AD & PL	4.82	100.56
Dental	15.94	334.74	401(k) Loan (Employee Loan 3)		442.85	Dental	19.22	403.62
Medical	18.54	389.34	Life & AD&PL	26.44	551.52	Medical ER	256.21	5,380.41
401(k) Savings	167.43	6,268.04	401(k) Loan (Employee Loan 5)	66.19	264.76	Long Term Disability	8.48	176.88
			401(k) Loan (Employee Loan 4)	44.98	944.58	401(k) ER Match 2%	37.21	1,440.77
			Accident	4.13	86.73	401(k) ER Match	111.62	4,321.92
			Gross Up Offset	53.76	183.96			
			Cox Charities	5.00	25.00			
TOTAL:	205.66	7,070.87	TOTAL:	200.50	2,754.12	*Taxable Benefit Not included in Gross Pay		

HOURS WORKED		TOTAL GROSS	FED TAXABLE GROSS	Total Taxes	TOTAL DEDUCTIONS	NET PAY
Current	72.05	1,943.06	1738.94	393.37	406.16	1,143.53
YTD	1,408.73	73,370.86	66331.79	16,655.22	9,824.99	46,890.65

YEAR TO DATE	PTO	VACATION	SICK	PERSONAL
Start Balance	-36			
+Earned	16			
-Taken	0			
+Adjustments				
End Balance	-20			

NET PAY DISTRIBUTION		
Advice#	Account Type	Account Number
0		[REDACTED]
TOTAL:		1,143.53

	Avaiable	Used
COVID Suppl Paid Sick Leave Balance (if eligible):	40.00 Hours	0.00 Hours

COVID GEN Suppl Paid Sick Leave Balance (if eligible):	40.00 Hours	0.00 Hours
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MESSAGE