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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.

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 call 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 take 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.

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 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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Certified Mail # 9589071052700057735525
Corporation Service Company
251 Little Falls Drive
Wilmington, DE 19808

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Respectfully,

/s/ *Ricardo R. Ehmann*

Ricardo R. Ehmann, Esq.