



County of Los Angeles

April 9, 2024

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Board of Supervisors

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The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Re: Amendment to Title 8 – Consumer Protection, Business, and Wage Regulations, Related to Establishing a Fair Workweek Ordinance

Dear Supervisors:

On December 20, 2022, your Board directed our office, with support from the Department of Consumer and Business Affairs and the Department of Economic Opportunity, to return to the Board with a Fair Workweek Ordinance that would require all retail businesses in the unincorporated areas of Los Angeles County, with 300 or more employees globally, to provide their employees with various protections related to their work schedule and working hours. The analysis and ordinance are enclosed for your consideration.



Very truly yours,

DAWYN R. HARRISON
County Counsel

By

MICHAEL S. BUENNAGEL
Senior Deputy County Counsel

APPROVED AND RELEASED:

JUDY W. WHITEHURST
Chief Deputy

DRH:CH
Enclosure

ANALYSIS

This ordinance amends Title 8 – Consumer Protection, Business, and Wage Regulations of the Los Angeles County Code by adding Chapter 8.102 – Fair Workweek to provide predictable working hours and related benefits to employees of certain retail businesses with more than 300 employees in the unincorporated areas of the County of Los Angeles.

Chapter 8.102 – Fair Workweek: (1) defines the retail employees and retail employers subject to the ordinance; (2) establishes requirements for employers to provide employees with predictable working hours and advance notice and information relating to work schedules; (3) prohibits retaliation against employees who exercise rights provided by this ordinance; (4) establishes penalties and fines for violations; (5) authorizes the Department of Consumer and Business Affairs to enforce the ordinance, including authorization to issue subpoenas; and (6) creates a violation appeals process.

DAWYN R. HARRISON
County Counsel

By 
MICHAEL S. BUENNAGEL
Senior Deputy County Counsel
Government Services Division

MSB:ch

Requested: 09/07/23
Revised: 12/22/23

ORDINANCE NO. _____

An ordinance amending Title 8 – Consumer Protection, Business, and Wage Regulations of the Los Angeles County Code by adding Chapter 8.102 – Fair Workweek to provide predictable working hours and related benefits to employees of certain retail businesses with more than 300 employees in the unincorporated areas of the County of Los Angeles.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Chapter 8.102 is hereby added to read as follows:

Chapter 8.102 FAIR WORKWEEK

8.102.010 Short Title.

8.102.020 Findings.

8.102.030 Definitions.

8.102.040 Good Faith Estimate of Work Schedule.

8.102.050 Right to Request Changes to Work Schedule.

8.102.060 Work Schedule.

**8.102.070 Additional Work Hours Offered to Current Employees
before Hiring New Workers.**

8.102.080 Predictability Pay for Work Schedule Changes.

8.102.090 Coverage for Missing Work Shift.

8.102.100 Rest Between Shifts.

**8.102.110 Notice of Retail Employee's Workweek Rights and Other
Retail Employer Documentation.**

8.102.120 **Notice and Posting of Retail Employee's Workweek**

Rights.

8.102.130 **Employer Record Keeping and Access Requirements.**

8.102.140 **Electronic Notice.**

8.102.150 **Retaliation Prohibited.**

8.102.160 **Department of Consumer and Business Affairs–Powers**

and Duties.

8.102.170 **Complaints.**

8.102.180 **Investigations.**

8.102.190 **Notices of Violations.**

8.102.200 **Settlement.**

8.102.210 **Reconsideration of Wage Enforcement Order.**

8.102.220 **Appeals.**

8.102.230 **Restitution and Penalties Payable to Retail Employee**

for Violations.

8.102.240 **Administrative Fines Payable to County for**

Violations.

8.102.250 **Calculation and Payment of Penalties and Fines for**

Violations.

8.102.260 **Other Remedies Not Affected.**

8.102.270 **Waiver Prohibited.**

8.102.280 **Severability.**

8.102.290 Encouragement of More Generous Policies.

8.102.300 Effective Date.

8.102.310 Exemptions.

8.102.010 Short Title.

This Ordinance codified in Title 8, Chapter 8.102 will be known as, and may be cited as, the "Los Angeles County Fair Workweek Ordinance."

8.102.020 Findings.

The Board of Supervisors of the County of Los Angeles finds and declares as follows:

The retail industry is a significant segment of the local economy. Retail workers are often paid low wages and work part time with unpredictable schedules that fluctuate weekly with little or no advanced notice of their work schedules or changes to their schedules. Retail employers will often ask workers to come in on their days off, expect them to have open availability and be "on-call," and commonly assign shifts which do not provide enough time for the worker to properly rest. With this uncertainty, retail employers are able to evade labor laws while dispossessing retail employees of their free time outside of work and time they anticipated being paid for.

In order to meaningfully support its retail workers, the County enacts these fair workweek protections to: (1) support retail workers in the County by providing fair workweek protections; and (2) promote the health, safety, and welfare of retail workers in the County by providing them with more predictable work schedules that ensure stability for themselves and their families and the opportunity to work more hours.

8.102.030 Definitions.

In this Chapter, "may" is permissive and "must" is mandatory, and the terms below have the following meanings:

- A. "Correction Order" means the notice issued by the Department of Consumer and Business Affairs to a Retail Employer described in Section 8.102.190.
- B. "County" means the County of Los Angeles.
- C. "Days" means calendar days, which is all days including Saturdays, Sundays, and holidays, unless otherwise specified.
- D. "Department" and "DCBA" mean the Los Angeles County Department of Consumer and Business Affairs.
- E. "Director" means the Director of the DCBA or their designee.
- F. "Franchise" means a contract or agreement, either expressed or implied, whether oral or written, between two or more persons by which:
 - 1. A franchisee is granted the right to engage in the business of offering, selling, or distributing goods or services under a marketing plan or system prescribed in substantial part by a franchisor; and
 - 2. The operation of the franchisee's business pursuant to that plan or system is substantially associated with the franchisor's trademark, service mark, trade name, logotype, advertising, or other commercial symbol designating the franchisor or its affiliate; and
 - 3. The franchisee is required to pay, directly or indirectly, a Franchise fee.

G. "Good Faith Estimate of Work Schedule" means a reasonable, fact-based prediction of an existing Retail Employee's Work Schedule or a prospective Retail Employee's Work Schedule. This prediction can be based on forecasts, prior hours worked by a similarly situated retail employee, or other relevant information.

H. "Hearing Officer" means the person designated by the Director who will conduct a fair and impartial hearing under this Chapter, including, but not limited to, the Office of the County Hearing Officer, if one has been created.

I. "On-Call Shift" means any Shift for which a Retail Employee must, less than twenty-four (24) hours in advance of the start of the Shift, either contact the Retail Employer or Retail Employer's designee, or wait to be contacted by the Retail Employer or Retail Employer's designee, for the purpose of determining whether the Retail Employee must report to work.

J. "Person" means any person, association, organization, partnership, business trust, limited liability company, or corporation.

K. "Predictability Pay" means the compensation paid to an Employee for changes made by a Retail Employer to a Retail Employee's Work Schedule pursuant to Section 8.102.080 of this Chapter. Predictability Pay must be calculated on an hourly basis at the Retail Employee's regular rate of pay. Predictability Pay is in addition to any wages earned for work performed by a Retail Employee.

L. "Primary Languages" means English, Spanish, and any other language spoken by at least ten percent (10%) of the Retail Employees at a Retail Employer workplace or job site.

M. "Reconsideration Determination" means the written response of the Director to a timely request for reconsideration of a Wage Enforcement Order as described in Section 8.102.210.

N. "Retail Employee" means any individual who:

1. In a particular Workweek performs at least two (2) hours of work within the Unincorporated Areas of the County for a Retail Employer;
2. Qualifies as an employee entitled to payment of a minimum wage from any Retail Employer under the California minimum wage law as provided under California Labor Code section 1197 and wage orders published by the California Industrial Welfare Commission; and
3. Is assigned a primary work location and duties that support retail operations, including, but not limited to, a retail store or warehouse.

For purposes of this Chapter, a Retail Employer has the burden to demonstrate that an individual otherwise covered under this Chapter is a bona fide independent contractor and not a Retail Employee.

O. "Retail Employer" means any Person who:

1. Is identified as a retail business in the North American Industry Classification System (NAICS) within the retail trade categories and subcategories 44 through 45; or any business, including non-profit organizations, whose revenues are generated primarily from the sale to end users of tangible products that are primarily for personal, household, or family purposes, including, but not limited to, appliances, clothing, electronics, groceries, and household items;

2. Directly, indirectly, or through an agent or any other Person, including through the services of a contractor, temporary service, or staffing agency, exercises control over the wages, hours, or working conditions of any Retail Employee; and

3. Employs three hundred (300) or more employees globally.

a. For the purposes of determining the number of employees, the following must be included:

i. Any employee over whom the Retail Employer directly, or through an agent or any other Person, including through the services of a contractor, temporary service, or staffing agency, exercises control over the wages, hours, or working conditions;

ii. Any employee of the Retail Employer's Subsidiary, provided that the Subsidiary qualifies as a retail business pursuant to Subsection O.1 of Section 8.102.030; and

iii. Any employee of any Person operating a business pursuant to a Franchise, provided that the franchisee's business is over 15,000 square feet and identified as a retail business pursuant to Subsection O.1 of Section 8.102.030.

b. Any Person or business whose employees are included in the count of total employees of the Retail Employer, including those identified in Subsections O.3.a.ii and O.3.a.iii, above, qualifies as a Retail Employer for purposes of Section 8.102.030.

c. Retail Employers associated with one or more NAICS codes will be associated with the NAICS code that corresponds to the business's principal business activity, which is the activity from which the business derives the largest percentage of its total receipts.

P. "Shift" means the consecutive hours a Retail Employee is required to work including meal and rest periods.

Q. "Subsidiary" means any business entity in which a Retail Employer has an ownership interest of more than fifty percent (50%).

R. "Unincorporated Areas" means any area in the County outside the jurisdictional boundaries of incorporated cities.

S. "Wage Enforcement Order" means the written order issued by the DCBA to a Retail Employer as described in Section 8.102.190.

T. "Work Schedule" means the schedule of the hours, days, work location, and times, including all On-Call Shifts, when a Retail Employer requires a Retail Employee to work or be on-call to work.

U. "Workweek" means any seven (7) consecutive days, starting with the same calendar day each week. A Workweek shall be a fixed and regularly occurring period of seven (7) consecutive twenty-four (24) hour periods which is equivalent to a period of one hundred and sixty-eight (168) hours.

V. "Written" or "In Writing" means a communication or documentation made on a physical surface, typically paper, with a pen, pencil, or similar implement, as well as electronic means, including text messaging, instant messages, and email. Any

requirement in this Chapter for a Retail Employer to obtain a Retail Employee's consent may be documented by a written record, inclusive of electronic means, of the Retail Employee's consent.

8.102.040 Good Faith Estimate of Work Schedule.

A. Before hiring a person for a position that will qualify the person as a Retail Employee, a Retail Employer must provide the prospective Retail Employee a written Good Faith Estimate of Work Schedule in the Primary Languages.

B. The Good Faith Estimate of Work Schedule provided before the time of hire must include the Notice of Retail Employee's Workweek Rights required by Section 8.102.120.

C. A Retail Employer must provide a written Good Faith Estimate of Work in the Primary Languages within ten (10) days of a current Retail Employee's request.

D. A Good Faith Estimate of Work Schedule does not constitute a binding contract or offer. However, if a Retail Employee's actual hours, days, location, or Shifts worked substantially deviate from the Good Faith Estimate of Work Schedule, the Retail Employer must have a documented, legitimate business reason, unknown at the time of providing the Good Faith Estimate of Work Schedule, to substantiate the deviation.

1. For purposes of this Section, "substantially deviate" means when any of the following occur in six Workweeks out of twelve consecutive Workweeks, and the occurrence is not due to documented Retail Employee-initiated or Retail Employee-approved changes:

- a. The number of actual hours worked differs by twenty percent (20%) or more from the expected hours in the Good Faith Estimate of Work Schedule;
- b. The actual days of the week worked differ from the expected days of the week indicated in the Good Faith Estimate of Work Schedule;
- c. The actual work location differs from the expected work location in the Good Faith Estimate of Work Schedule; or
- d. At least one actual Shift per week is outside of the potential Shifts indicated in the Good Faith Estimate of Work Schedule.

8.102.050 Right to Request Changes to Work Schedule.

A Retail Employee has a right to request a preference for certain hours, times, or locations of work. A Retail Employer may accept or decline the request, provided that the Retail Employer notifies the Retail Employee, in writing, of the reason for any denial.

8.102.060 Work Schedule.

A. A Retail Employer must provide a Retail Employee with notice of the Retail Employee's Work Schedule in the Primary Languages at least fourteen (14) days before the start of the work period by any one of the following:

- 1. Post the Work Schedule in a conspicuous and accessible location where employee notices are customarily posted and visible to all employees; or
- 2. Transmit the Work Schedule by electronic means or another manner reasonably calculated to provide actual notice to each Retail Employee.

B. A Retail Employer must transmit notice, by electronic means or another manner reasonably calculated to provide actual notice to each Retail Employee affected by a Work Schedule change, of any Retail Employer-initiated changes to the Work Schedule that occur after the advance notice required under Section 8.102.060.A.

C. A Retail Employee has a right to decline any hours, Shifts, or work location changes not included in the Work Schedule.

1. If a Retail Employee agrees to changes to the Work Schedule, the Retail Employee's consent must be documented.

2. The record of the Retail Employee's consent must show that the Retail Employer obtained it in advance of the change. General or ongoing consent is insufficient to meet this requirement.

D. A Retail Employee, who substantiates an ongoing concern for their or their family's personal safety, has a right to request that the Retail Employee's Work Schedule not be posted or transmitted to other employees, notwithstanding Subsection A.1 of Section 8.102.060. A request not to post or transmit to other employees may be submitted in writing or verbally. The Retail Employer must immediately implement the request, except a Work Schedule may be shared with any employee with a good faith business purpose for accessing a Work Schedule, such as an employee whose responsibilities include managing employee Shifts. A Retail Employer must implement a request from a Retail Employer not to post or transmit

their Work Schedule until the Retail Employee withdraws their request verbally or in writing.

8.102.070 Additional Work Hours Offered to Current Employees before Hiring New Workers.

A. Before hiring a new Retail Employee or using a contractor, temporary service, or staffing agency to perform work, a Retail Employer must first offer the work to current Retail Employees if:

1. One or more of the current Retail Employees is qualified to do the work as reasonably determined by the Retail Employer; and
2. The additional work hours would not result in the payment of a premium rate under California Labor Code section 510.

B. A Retail Employer must make the offer for additional work hours contemplated by this Section to each current Retail Employee in the Primary Languages either in writing or by posting the offer in a conspicuous location in the workplace where notices to Retail Employees are customarily posted.

C. A Retail Employer must make the offer for additional work hours contemplated by this Section to current Retail Employees at least seventy-two (72) hours prior to hiring any new Retail Employee, using a contractor, temporary service, or staffing agency. Upon receipt of the offer, a Retail Employee must have forty-eight (48) hours to accept the offer of additional hours in writing. Upon the expiration of the forty-eight (48) hour period, the Retail Employer may hire new Retail Employees or retain the services of a contractor, temporary service, or staffing agency to work any additional

hours not accepted for work by current Retail Employees. At any time during the seventy-two (72) hour period, if the Retail Employer receives written confirmation from all its Retail Employees that they are not interested in accepting additional hours of work, the Retail Employer may immediately proceed with hiring new Retail Employees or retain a contractor, temporary service, or staffing agency. If more current Retail Employees accept the offer to work than hours are available, the Retail Employer must award the hours using a fair and equitable distribution method.

D. A Retail Employee who accepts additional hours pursuant to this Section is not entitled to Predictability Pay for those additional hours if it results in a schedule change from the Work Schedule.

8.102.080 Predictability Pay for Work Schedule Changes.

A. A Retail Employer must provide the Retail Employee with Predictability Pay under the following conditions:

1. A Retail Employer must compensate the consenting Retail Employee with one additional hour of pay at the Retail Employee's regular rate for each change in their Work Schedule made pursuant to Section 8.102.060.B to a scheduled date, time, or location that:

- a. Results in no loss of time to the Retail Employee; or
- b. Results in additional work time that exceeds fifteen (15)

minutes.

2. A Retail Employer must compensate a Retail Employee at one-half (1/2) of the Retail Employee's regular rate of pay for the time the Retail Employee does

not work for the following reasons if occurring after the advanced notice required in Section 8.102.060.A:

- a. Subtracting hours from a Shift before or after the Retail Employee reports for duty;
- b. Changing the start or end time of a Shift resulting in a loss of more than fifteen (15) minutes;
- c. Changing the date of a Shift;
- d. Cancelling a Shift; or
- e. Scheduling the Retail Employee for an On-Call Shift for which the Retail Employee is not called in.

B. Predictability Pay is not required if any of the following occur:

1. A Retail Employee initiates the requested Work Schedule change
2. A Retail Employee accepts a schedule change initiated by a Retail Employer due to an absence of another scheduled Retail Employee. The Retail Employer must communicate to the Retail Employee that acceptance of the hours is voluntary and the Retail Employee has a right to decline and must document the specific nature of the request and the Retail Employee's consent.
3. A Retail Employee accepts additional hours pursuant to Section 8.102.070.
4. A Retail Employee's hours are reduced due to the Retail Employee's violation of any existing law or of the Retail Employer's lawful policies and procedures.

5. The Retail Employer's operations are compromised pursuant to law.

6. Extra hours worked require the payment of an overtime premium under California Labor Code section 510.

8.102.090 Coverage for Missing Work Shift.

A Retail Employer may not require a Retail Employee to find coverage for a Shift or partial Shift if the Retail Employee is unable to work for reasons protected by law.

8.102.100 Rest Between Shifts.

A Retail Employer must not schedule a Retail Employee to work a Shift that starts less than ten (10) hours from the Retail Employee's last Shift, unless the Retail Employer obtains the Retail Employee's written consent and pays the Retail Employee a premium of time and a half for each hour of the second Shift not separated by at least ten (10) hours.

8.102.110 Notice of Retail Employee's Workweek Rights and Other Retail Employer Documentation.

- A. On or before July 1 of each year, the DCBA shall make available:
1. A Notice of Retail Employee's Workweek Rights in order for Retail Employers to comply with Section 8.102.120.
 2. Templates for Good Faith Estimate of Work Schedule, Work Schedule and forms to notify Retail Employees of schedule changes to assist Retail Employers with the requirements of this Chapter.

B. The DCBA shall make available electronic and hardcopy versions of all notices and templates of this Section in English and Spanish, and additional languages at the discretion of the Director.

8.102.120 Notice and Posting of Retail Employee's Workweek Rights.

Every Retail Employer must post in a conspicuous place at any workplace or job site where any Retail Employee works, the Notice of Retail Employee's Workweek Rights published each year by the DCBA informing Retail Employees of their rights under this Chapter. Every Retail Employer must post notices in the Primary Languages. For Retail Employees who do not have regular access to the workplace or job site, the Retail Employer must provide a copy of the notice by electronic communication or US Mail annually.

8.102.130 Employer Record Keeping and Access Requirements.

A. A Retail Employer must retain all records required by this Chapter, for both current and former Retail Employees, in a printable electronic format, for a period of three (3) years. These records include:

1. Work Schedules for all Retail Employees;
2. Copies of written offers to Retail Employees for additional work hours and written responses from Retail Employees;
3. Written correspondence between the Retail Employer and Retail Employee regarding Work Schedule changes, including, but not limited to, requests,

approvals, and denials, and requests not to post or transmit Work Schedules to other employees;

4. Good Faith Estimate of Work Schedules provided to new and existing Retail Employees; and

5. Payroll records pertaining to each Retail Employee that document the name, address, occupation, dates of employment, rate or rates of pay, amount paid each pay period, the hours worked for each Retail Employee, the amount of Predictability Pay paid each pay period, the amount of premium pay paid each pay period for Shifts scheduled to close together pursuant to Section 8.102.100, and the formula by which each Retail Employee's wages are calculated.

B. To monitor and investigate compliance with the requirements of this Chapter or Chapter 8.100, every Retail Employer must:

1. Allow the DCBA access to such records required in Subsection A of Section 8.102.130;

2. Allow the DCBA to interview persons, including Retail Employees, during normal business hours, and shall cooperate with the DCBA investigators; and

3. Allow DCBA access to all workplaces subject to this Chapter during business hours to inspect books and records, to interview persons, including Retail Employees, and to investigate such matters necessary or appropriate to determine whether a Retail Employer has violated any provisions of this Chapter.

C. There shall be a rebuttable presumption that a Retail Employer violated this Chapter if an allegation is made concerning a Retail Employee's entitlement to

compensation due under this Chapter and a Retail Employer does not maintain or retain records required by Subsection A of Section 8.102.130, or if a Retail Employer does not allow the DCBA reasonable access to such records.

D. Where a Retail Employer demonstrates to the DCBA that the Retail Employer shall incur a fee or charge for providing the records required in Subsection A of Section 8.102.130, the Retail Employer shall only be required to provide the DCBA with the prior two years of records unless the DCBA determines obtaining three years of records is reasonable and necessary for the enforcement of this Chapter.

8.102.140 Electronic Notice.

For purposes of this Chapter, an electronic communication shall be deemed a written notice as required of Retail Employers and are subject to all retention requirements of Section 8.102.130.

8.102.150 Retaliation Prohibited.

A. It shall be unlawful for a Retail Employer or any other person to discriminate in any manner or take adverse action against any person in retaliation for exercising rights protected under this Chapter. Rights protected under this Chapter include, but are not limited to: (1) the right to file a complaint or legal action or inform any Person about any other Person's alleged noncompliance with this Chapter; and (2) the right to inform any Person of his or her potential rights under this Chapter and to assist in asserting such rights. Protections of this Chapter shall apply to any Person who mistakenly, but in good faith, alleges noncompliance with this Chapter. Taking adverse action against a Person within ninety (90) days of the Person's exercise of

rights protected under this Chapter shall raise a rebuttable presumption of having done so in retaliation for the exercise of such rights. For retaliatory action by the Retail Employer, the Retail Employee shall be entitled to reinstatement of his or her prior position, assignment, or job, if applicable.

B. No Retail Employer or any other Person may communicate to a Retail Employee exercising rights protected under this Chapter, directly or indirectly, the willingness to inform a government employee that the Person is not lawfully in the United States, or to report, or to make an implied or express assertion of a willingness to report, suspected citizenship or immigration status of a Retail Employee or a family member of the Retail Employee to a State, federal, or local agency because the Retail Employee has exercised a right under this Chapter.

8.102.160 Department of Consumer and Business Affairs—Powers and Duties.

A. Enforcement and Investigations. The DCBA is authorized to take appropriate steps to enforce this Chapter, including conducting investigations of possible violations by a Retail Employer or other Person.

B. Access to Records. The DCBA shall have access to all workplaces subject to this Chapter during business hours to inspect books and records, to interview Persons, including Retail Employees, and to investigate such matters necessary or appropriate to determine whether a Retail Employer has violated any provisions of this Chapter. The Retail Employer is required to provide to the DCBA the legal name,

address, and telephone number of the Retail Employer and all Retail Employees in writing upon request.

C. Subpoenas. The Director is authorized to issue subpoenas for documents and to conduct examinations of Persons as witnesses under California Government Code section 53060.4 for the purpose of enforcing this Chapter. Each subpoena shall be prepared in consultation with County Counsel and, upon issuance, the Director shall notify the Board of Supervisors of the subpoena.

D. Rulemaking Authority. The DCBA shall establish rules, policies, and procedures governing the administration and enforcement of this Chapter, and prior to issuance, will provide a copy of the rules, policies, and procedures to the Board of Supervisors.

E. Confidentiality. The DCBA must encourage reporting and cooperation with investigations by keeping confidential, to the maximum extent permitted by law, the name, address, and other identifying information of each Retail Employee, person reporting a violation, or person aiding an investigation by providing information to the DCBA investigators. Provided, however, that with the authorization of such person, the DCBA may disclose his or her name and identifying information as necessary to enforce this Chapter or for other appropriate purposes. The DCBA must also protect proprietary business information to the maximum extent permitted by law.

F. Settlement Authority.

1. The DCBA is authorized to negotiate and approve settlements with Retail Employers, in consultation with County Counsel, where the DCBA determines settlement is in the best interest of the County and affected Retail Employees. Settlement agreements must be in writing and signed by the Director and the Retail Employer. Settlements authorized under this Subsection may provide Retail Employers with a repayment plan to be paid over time.

2. The DCBA may waive any additional fines owed to the County imposed under this Chapter, in whole or in part, if the DCBA determines the violation was not willful and that enforcement of the additional fines would not further the purposes of this Chapter.

3. The DCBA shall not reduce any monetary sum owed to a Retail Employee pursuant to this Chapter that a Retail Employer is determined to owe to a Retail Employee without the written consent of the affected Retail Employee. Amounts determined to be owed from a Retail Employer to a Retail Employee shall include interest at the rate specified in Subdivision (b) of section 3289 of the California Civil Code, which shall accrue from the date the amounts were due and payable as provided in Part 1 (commencing with section 200) of Division 2 of the California Labor Code, to the date immediately preceding the date the wages are paid in full.

G. Authority for Contracts. The DCBA shall have the authority to enter into contracts, with attorneys, consultants, non-profits, community-based organizations, and other Persons in accordance with the County's contracting rules

and procedures, to enforce and/or provide education and outreach as necessary to perform the Department's responsibilities under this Chapter.

8.102.170 Complaints.

Any Person may file a complaint with the DCBA alleging a potential violation of this Chapter. A complaint should include a statement of the dates, places, and Persons or entities responsible for such violation. A complaint must be filed within three (3) years after the occurrence of the alleged violation of this Chapter.

8.102.180 Investigations.

Upon receipt of a complaint that DCBA deems credible, or if the Director has reason to believe that any Person may be in violation of this Chapter, DCBA may conduct an investigation into the potential violation. DCBA may conduct site inspections, interview employees or other witnesses to alleged violations, take depositions, review document and records, and perform any other investigatory method reasonably necessary to determine whether a violation of this Chapter occurred. DCBA may issue a Correction Order at any time during the course of an investigation. Upon completion of an investigation, if DCBA determines a violation of this Chapter was committed, DCBA shall issue a Wage Enforcement Order to the Retail Employer or Person responsible for the violation.

8.102.190 Notices of Violations.

A. Correction Order. If, during the course of an investigation, the DCBA has determined a violation of this Chapter has occurred, the DCBA may issue and serve a Correction Order on the Retail Employer immediately. The Correction Order shall

identify the violation to be corrected and a reasonable amount of time to correct the violation. Failure to comply with the Correction Order may be included in a subsequent Wage Enforcement Order.

B. Wage Enforcement Order.

1. After completing an investigation, if the DCBA determines a Retail Employer has violated a provision of this Chapter, including, but not limited to, a failure to comply with a Correction Order, the DCBA shall prepare and serve a Wage Enforcement Order on the Employer.

2. A Wage Enforcement Order contains the DCBA's final determination concerning whether a Retail Employer violated this Chapter, the penalties and/or fines for each violation as specified in Sections 8.102.230 and 8.102.240, and that an amount is due and owing to either a Retail Employee, the County, or both. A Wage Enforcement Order shall include information as required in a notice of violation pursuant to Los Angeles County Code section 1.25.050.C, and may also contain the following:

- a. A description of any corrective action required, including reinstatement of any Retail Employee, if applicable;
- b. A statement explaining that each day of a continuing violation may constitute a new and separate violation;
- c. The amount of wages or other amounts due and the amount of interest, penalties, and administrative fines imposed for the violation(s);

d. A statement informing the Retail Employer that the administrative fines shall be paid to the County, the date by which the DCBA requires the administrative fines to be paid, the procedure for payment, and the consequences of failure to pay; and

e. The name and signature of the Director.

C. The Retail Employer must, within twenty-four (24) hours after receipt of a Wage Enforcement Order, post the Wage Enforcement Order by affixing the Wage Enforcement Order, or an exact copy, in a conspicuous place for a period of at least sixty (60) days at any workplace or jobsite located within the County where any Retail Employee works, and transmit electronically and by US Mail to all Retail Employees with no routine access to the physical posting.

8.102.200 Settlement.

The Director may convene an informal meeting with the Retail Employer to resolve the corrective action sought in the Wage Enforcement Order. The compliance period in Section 8.102.190 and the accrual of penalties and administrative fines may be temporarily suspended during settlement discussions. If, after meeting, the corrective actions are not resolved, the DCBA may issue a new compliance date to the Retail Employer and reinstate the accrual of penalties and administrative fines.

8.102.210 Reconsideration of Wage Enforcement Order.

A. Reconsideration by Director. A Retail Employer, Retail Employee, or any interested party, that is the subject of a Wage Enforcement Order, may file a written request for reconsideration of a Wage Enforcement Order with the DCBA. A

request for reconsideration of a Wage Enforcement Order by a Retail Employer shall be filed with the DCBA within twenty (20) days from the date the Wage Enforcement Order is served, unless extended by the Director upon a showing of good cause. A request for reconsideration by a Retail Employee shall be filed with the DCBA within twenty (20) days of posting of the Wage Enforcement Order by the Retail Employer pursuant to Section 8.102.190.C. In order to be considered timely, the request for reconsideration must be postmarked or actually received by the DCBA on or before the 20th day following the service of the Wage Enforcement Order on the Retail Employer. The request for reconsideration shall be in writing and filed with the DCBA and include the following information:

1. The alleged violation(s) being contested;
2. The reason, in detail, why each violation being contested should be reconsidered;
3. Any new facts or law not considered in the course of the DCBA's investigation that would aid in issuing a final determination;
4. The signature of the Person requesting reconsideration, under penalty of perjury; and
5. The return address where the Person or entity requesting reconsideration shall receive service of a Reconsideration Determination.

B. Stay of Enforcement. If administrative fines owed to the County are the subject of the request for reconsideration, then accrual of such administrative fines shall be stayed upon receipt of the request for reconsideration, until the

determination of such reconsideration is final. The payment of the contested amount of back wages and penalties owed to a Retail Employee during the pendency of any request for reconsideration shall be stayed, but shall continue to accrue until a determination of such appeal or review is final.

C. Reconsideration Determination. Within twenty (20) days of receipt of the written request for reconsideration, the Director shall respond to a request for reconsideration by issuing a written Reconsideration Determination. The Director may uphold or reject the Wage Enforcement Order, in whole or in part, or reduce, waive, or conditionally reduce the administrative fines stated in a Wage Enforcement Order if mitigating circumstances are shown. The Director may impose conditions and deadlines for the correction of violations or the payment of outstanding wages, penalties and administrative fines, and may include instructions for notifying Employees of the Reconsideration Determination. The Reconsideration Determination shall be served by mail to the Retail Employer, Retail Employee, and any other persons requesting notice. A Reconsideration Determination shall be final unless timely appealed pursuant to Section 8.102.220.

8.102.220 Appeals.

A. Administrative Appeal. After receiving a Reconsideration Determination from the DCBA, any person may file an administrative appeal of the Reconsideration Determination before a Hearing Officer appointed pursuant to Chapter 1.25, or through the Office of the County Hearing Officer if one has been created. No person may file an administrative appeal unless such Person has first

filed a request for reconsideration and received a Reconsideration Determination from the Director.

B. Judicial Review of Hearing Officer Decision. Pursuant to Chapter 1.25, or any Office of the County Hearing Officer ordinance if one has been adopted, any person may seek judicial review of a Hearing Officer's decision pertaining to the imposition of an administrative fine by filing an appeal with the Superior Court in accordance with the time periods, procedures, and other requirements set forth in California Government Code section 53069.4. If no appeal of the Hearing Officer's written decision is filed within the time period set forth in section 53069.4 of the California Government Code or as otherwise set forth in any Office of the County Hearing Officer ordinance if one has been created, the Hearing Officer's decision shall be deemed confirmed and final.

8.102.230 Restitution and Penalties Payable to Retail Employee for Violations.

A Retail Employer who violates the Los Angeles County Fair Workweek Ordinance shall pay restitution and a penalty as provided in this Section to each Retail Employee whose rights were violated. The DCBA shall impose and collect, on behalf of a Retail Employee, a one-time penalty for each violation. The violations in this Section do not accrue daily penalties. The fine and restitution may be assessed as part of a Wage Enforcement Order issued to the Retail Employer by the DCBA.

| Violation | County Code Section | Penalty |
|--|---------------------|---------------|
| Failure to provide a Good Faith Estimate of Work Schedule | Section 8.102.040 | Up to \$500 |
| Substantially deviating from Good Faith Estimate of Work Schedule | Section 8.102.040 | Up to \$500 |
| Failure to compensate Retail Employee at one and one-half times pay for working a Shift that begins less than ten (10) hours from the previous Shift | Section 8.102.100 | Up to \$500 |
| Failure to provide a Retail Employee with at least fourteen (14) calendar days' notice of Work Schedule | Section 8.102.060 | Up to \$500 |
| Failure to provide written notice of Work Schedule changes | Section 8.102.060 | Up to \$500 |
| Failure to comply with prohibitions against requiring a Retail Employee to find coverage for scheduled hours if the Retail Employee is unable to work for a reason covered by other laws | Section 8.102.090 | Up to \$500 |
| Failure to offer additional hours of work to current Retail Employees before hiring new workers | Section 8.102.070 | Up to \$500 |
| Retaliation for exercising rights under this Chapter | Section 8.102.150 | Up to \$1,000 |

8.102.240**Administrative Fines Payable to County for****Violations.**

A. Administrative Fines. An administrative fine payable to the County may be assessed for a violation of any provision of this Chapter as specified below. The administrative fine may be assessed as part of a Wage Enforcement Order issued to the Retail Employer by the DCBA.

| Violation | County Code Section | Fine |
|--|---------------------|-------------|
| Failure to post or provide Notice of Retail Employee's Workweek Rights under this Chapter | Section 8.102.120 | Up to \$500 |
| Failure to allow access for inspection of books, records, or to interview employees | Section 8.102.130 | Up to \$500 |
| Failure to maintain records required under this Chapter for three years | Section 8.102.130 | Up to \$500 |
| Failure to cooperate with a DCBA investigation | Section 8.102.180 | Up to \$500 |
| Failure to post Wage Enforcement Order or Reconsideration Determination (if ordered by the Director) in a conspicuous place for all Retail Employees to view | Section 8.102.190 | Up to \$500 |

| Violation | County Code Section | Fine |
|--|---------------------|---------------|
| Retaliation for exercising rights under this Chapter | Section 8.102.150 | Up to \$1,000 |

8.102.250 Calculation and Payment of Penalties and Fines for Violations.

A. Each and every day that a violation listed in Section 8.102.240 exists constitutes a separate and distinct violation. The maximum penalty and fine(s) pursuant to Sections 8.102.230 and 8.102.240 may be increased cumulatively by fifty percent (50%) for each subsequent violation of the same provision by the same Retail Employer within a three-year period. The maximum penalty and fine that may be imposed by a Wage Enforcement Order in a calendar year for each type of violation listed above shall be \$20,000 per Retail Employee, per year, with the exception of a retaliation violation, in which case the maximum penalty and fine shall be \$30,000 per Retail Employee, per year.

B. Payments to the County; Due Date; Late Payment Fee. Fines, penalties, and restitution payable to the County are due within thirty (30) days from the date of the Wage Enforcement Order, if applicable. The failure of any Retail Employer to pay within thirty (30) days shall result in the assessment of an additional late fee. The amount of the additional late fee shall be ten percent (10%) of the total amount assessed in the Wage Enforcement Order for each month the amounts are unpaid,

compounded to include already accrued late fines that remain unpaid. The DCBA may exercise its discretion regarding the fines, penalties, and fees levied based on the severity of the violation, the length of the violation, and whether the violation was the first of its kind for the Retail Employer.

C. Collections of Amounts Due. The failure of any Retail Employer to pay amounts owed to the County under this Chapter when due shall constitute a debt to the County. The County may file a civil action or, to the extent feasible under State law, create and impose a lien against any property owned or operated by a Retail Employer or other person who fails to pay the amounts assessed in a Wage Enforcement Order, or pursue any other legal remedy to collect such money.

D. County Licenses. The Director may recommend that any license issued by the County or any departments thereof, or the application for, or renewal or transfer of, a license of a Retail Employer determined to be in violation of this Chapter be suspended, revoked, or denied. In evaluating whether a license should be recommended for suspension, revocation, or denial, the Director may take into consideration factors, including, but not limited to: (1) whether the Retail Employer's violation was an inadvertent or clerical error; (2) whether the violation was the first violation by that Retail Employer; (3) whether any violation was corrected timely; and (4) whether any amounts due to Retail Employees or the DCBA as a result of the violation were timely paid. The decision to suspend, revoke, or deny a license based on a recommendation from the Director shall be made by the department issuing the license and done in accordance with applicable law.

E. Successor Liability. If any Retail Employer ceases its business operations, sells out, exchanges, or otherwise disposes of the Retail Employer's business or stock of goods, then any person who becomes a successor to the business shall become liable for the unpaid amount of the remedies defined in the Wage Enforcement Order if, at the time of the conveyance of the business, the successor has actual knowledge of the fact and amount of the Wage Enforcement Order.

F. Interest. In any administrative or civil action brought for the nonpayment of wages under this Chapter, the DCBA or the court, shall award interest on all due and unpaid wages, fines, and penalties at the rate of interest specified in subdivision (b) of section 3289 of the California Civil Code, which shall accrue from the date the wages were due and payable as provided in Part 1 (commencing with section 200) of Division 2 of the California Labor Code, to the date immediately preceding the date the wages are paid in full.

8.102.260 Other Remedies Not Affected.

A. The remedies, fines, penalties, and procedures provided under this Chapter are cumulative and are not intended to be exclusive of any other available remedies, fines, penalties, and procedures. By filing a claim with the DCBA, a Retail Employee is not precluded from being able to recover remedies available to them under any other code, regulation, or law. The procedures established in this Chapter shall be in addition to any other criminal, civil, or other remedy established by law which may be pursued to address violations of this Chapter. Any

administrative action issued by the DCBA pursuant to this Chapter shall not prejudice or adversely affect any other action, civil or criminal, that may be brought to prosecute or abate a violation or to seek compensation for damages suffered.

B. Any Retail Employee aggrieved by a violation of this Chapter, the DCBA, or any other Person or entity acting on behalf of the public as provided for under applicable State law, may bring a civil action in a court of competent jurisdiction against the Retail Employer violating this Chapter and, upon prevailing, shall be entitled to such legal or equitable relief as may be appropriate to remedy the violation, including, without limitation, the payment of any back wages unlawfully withheld, the payment of fines pursuant to Sections 8.102.230 and 8.102.240, reinstatement in employment and/or injunctive relief, and shall be awarded reasonable attorneys' fees and costs. Any person or entity enforcing this Chapter on behalf of the public as provided for under applicable State law, upon prevailing, shall be entitled only to equitable, injunctive or restitutionary relief, and reasonable attorneys' fees and costs. Nothing in this Chapter shall be interpreted as restricting, precluding, or otherwise limiting a separate or concurrent criminal prosecution under the Los Angeles County Code or State law. Jeopardy shall not attach as a result of any administrative or civil enforcement action taken pursuant to this Chapter.

8.102.270 Waiver Prohibited.

Any waiver by a Retail Employee of rights under this Chapter is void as contrary to public policy.

8.102.280 Severability.

If any section, subsection, sentence, clause or phrase of this Chapter is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The County Board of Supervisors hereby declares that it would have adopted this Chapter, and each and every section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional, without regard to whether any portion of the ordinance would subsequently be declared invalid or unconstitutional.

8.102.290 Encouragement of More Generous Policies.

Nothing in this Chapter should be construed to discourage or prohibit a Retail Employer from the adoption or retention of policies more generous than what is required herein.

8.102.300 Effective Date.

This Chapter shall be effective on July 1, 2025.

8.102.310 Exemptions.

Public entities, including State, federal, County, city, and school district entities, are exempt from this Chapter.

[TITLE8DIV4MBCC]