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July 1, 2026
CA3770

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

General Dynamics Ordinance and Tactical
Systems, Inc.

Certified Mail #9589071052704045662510

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Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 511, 512, 558(a)(1)&(2), 1194, 1197, 1197.1, 1198, 2100, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and Violation of Applicable Industrial Welfare Commission Wage Order(s), brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all current and former employees who worked at General Dynamics-OTS, Inc., or any predecessor entity in California at any time from June 8, 2025 until a date as determined by the Court. Our offices represent Esperanza Padilla (“Plaintiff”) and other Aggrieved Employees in a lawsuit against General Dynamics Ordinance and Tactical Systems, Inc., and General Dynamics-OTS, Inc., (collectively “Defendants”). Plaintiff was employed by Defendants in California from 2001 through September 13, 2024. Plaintiff was at all times classified by Defendants 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.

Defendants, 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

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meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock. Employees clocked in and out for their 30 minute meal period using the badge swipes at their personal computers. However, Plaintiff's meal period was interrupted with questions and to complete assignments on average, once, every other week. Moreover, Plaintiff reports she never took a second rest break. When attempting to take a second rest break, either Jose Luis Vaca, Diana Luna or Yahir Hernandez would tell her and her co-workers to wait and get the work done, thus forfeiting their break. Interestingly, Defendants' policies in their produced handbooks fail to describe the required meal and rest periods they are entitled to. An analysis of Defendants' meal and rest break payments indicates a 15.4% violation rate of net premiums. Defendants paid employees insufficient meal break premiums during the PAGA period and zero rest period penalties. A significant concern is that 43.9% of meal periods are exactly thirty (30) minutes in length.

Moreover, when Defendants required Plaintiff and Aggrieved Employees to report for work, but "furnished less than half said employee's usual or scheduled day's work," Defendants violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours' worth of work at their regular rate of pay. Additional pay period compensation includes: Award Cash : (54), Award Gift Certif : (21), Bonus Referral Fee : (1), Lead Premium : (82). Additional annual compensation includes: Bonus Pay : (42), Bonus Retention : (14), Cash Award : (22), Lump Sum Merit : ((9). Additional quarterly compensation includes: Gain Sharing : (360). Plaintiff earned a \$500 bonus on January 11, 2024 which was not included in the regular rate of pay.

In addition, when Defendants required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendants failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendants failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Further, Defendants paid employees the base rate for time worked up to 9 hours in a day (and working 4/9 hour shifts and then a 4-hour shift). Defendants failed to pay overtime based on all the time over 8 hours a day and 40 hours a week resulting in unpaid overtime.

Further, pursuant to Labor Code § 204, Defendants failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendants failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, Plaintiff and the Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendants provided to Plaintiff and the Aggrieved Employees failed to identify such information. More specifically, the wage statements failed to identify

the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). Defendants wage statement issued to Plaintiff indicates "GD Motion Control, LLC" as Plaintiff's Employer which does not exist on the California Secretary of State website. Moreover, wage statements do not identify the "Total Hours Worked."

Additionally, Defendants used employee personal phones to call and text employees after their shift and on weekends to inquire about tools, jobs, and other issues with the production at least once per week. When on vacation, Plaintiff would be contacted daily with questions. Defendants did not reimburse employees for the use of their personal cell phones for Defendants' benefit.

Plaintiff also contends that Defendants failed to comply with Industrial Wage Order 7(A)(3) in that Defendants failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendants failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 511, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2100, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendants as authorized by California Labor Code section 2699. The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ *Sergio J. Puche*
Sergio J. Puche, Esq.