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Employees of Defendants, for the State of
California's Labor and Workforce Development
Agency on Behalf of All Aggrieved Employees of
Defendants*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

NALANI CHOY, XAVIER FIGUEROA, and
SAUL MARQUEZ, Aggrieved Employees of
Defendants, for the State of California's Labor
and Workforce Development Agency on
Behalf of All Aggrieved Employees of
Defendants,

Plaintiffs,

v.

SPACE EXPLORATION TECHNOLOGIES
CORP., a California Corporation, and DOES
1-100, Inclusive,

Defendants.

Case No. **20STCV14438**

REPRESENTATIVE ACTION

COMPLAINT FOR:

**VIOLATION OF CALIFORNIA'S LABOR
CODE PRIVATE ATTORNEYS
GENERAL ACT OF 2004 (CAL. LAB.
CODE §§ 2698, ET SEQ.)**

DEMAND FOR JURY TRIAL

Plaintiffs NALANI CHOY, XAVIER FIGUEROA, and SAUL MARQUEZ (hereinafter, “Plaintiffs”), who are aggrieved former employees of Defendants SPACE EXPLORATION TECHNOLOGIES CORP. (“SpaceX”), and DOES 1 through 100, inclusive, (collectively, “Defendants”), bring this representative action for the State of California’s Labor and Workforce Development Agency (“LWDA”) on behalf of all current and former aggrieved employees of Defendants, including themselves, and hereby allege the following facts and claims against Defendants, and respectfully request civil penalties, all other available relief, and a trial by jury of all issues and causes of action so triable.

INTRODUCTION

1. Plaintiffs bring this representative action as the proxy for the State of California's LWDA against Defendants for civil penalties pursuant to California's Private Attorneys General Act of 2004 (hereinafter, the "PAGA"), Labor Code section 2698, *et seq.*, resulting from Defendants' violations of "wage and hour" laws protective of Defendants' aggrieved employees under the California Labor Code and the Industrial Welfare Commission ("IWC") Wage Orders. The PAGA permits an aggrieved employee to bring a representative action as the State's designated proxy on behalf of herself and all other current and former non-exempt aggrieved employees of an employer to recover civil penalties for an employer's violation of the California Labor Code.

2. Defendants' systemic pattern of Labor Code and IWC Wage Order violations toward Plaintiffs and other current and former aggrieved employees of Defendants include, but are not limited to their:

a. Failure to pay all wages owed for time worked in violation of California Labor Code (“Labor Code”) sections 1194, 1197, 1198, and 1199 and Section 4 of the applicable IWC Wage Order(s);

b. Failure to pay all overtime compensation owed for time worked in excess of either eight hours in one work day or forty hours in one work week in violation of Labor Code section 510 and Section 3 of the applicable IWC Wage Order(s);

c. Failure to provide meal periods in violations of Labor Code sections 226.7,

1 512, 558, 1198, and 1199 and section 11 of the applicable Wage Order(s);

2 d. Failure to provide ten minute long off-duty rest periods for every four hours
3 worked, or a major fraction thereof, in violation of Labor Code section 226.7 and section 12 of the
4 applicable Wage Order(s);

5 e. Failure to pay for all vested and unused vacation pay in violation of Labor
6 Code section 227.3;

7 f. Failure to furnish accurate itemized wage statements in violation of Labor
8 Code section 226(a) and 226.2; and

9 g. Failure to pay all wages upon separation of employment in violation of
10 Labor Code sections 201, 202, 203, and 256.

11 3. Pursuant to the PAGA, Plaintiffs bring this representative action against
12 Defendants, on behalf of themselves and all other aggrieved employees of Defendants in
13 California, seeking to recover civil penalties, costs and attorney's fees, and all other available
14 relief for Defendants' violations of the Labor Code, as alleged herein.

15 **PARTIES**

16 4. Plaintiff NALANI CHOY is an individual over the age of eighteen (18). Plaintiff
17 NALANI CHOY is and, at all relevant times mentioned in this Complaint, was a California citizen
18 residing within Los Angeles County, California. Plaintiff NALANI CHOY was employed by
19 Defendants in California as a non-exempt employee from approximately February 2018 until
20 approximately January 10, 2020. At all relevant times herein, Plaintiff NALANI CHOY was an
21 "employee" as that term is used in the Labor Code. During the applicable statutory period,
22 Plaintiff NALANI CHOY was subject to various policies, procedures, and practices implemented
23 by Defendants that, as alleged herein, were and are in violation of the Labor Code. At all relevant
24 times, Plaintiff NALANI CHOY was and is an aggrieved employee of Defendants within the
25 meaning of Labor Code section 2699(c).

26 5. Plaintiff XAVIER FIGUEROA is an individual over the age of eighteen (18).
27 Plaintiff XAVIER FIGUEROA is and, at all relevant times mentioned in this Complaint, was a
28 California citizen residing within Los Angeles and San Bernardino County, California. Plaintiff

1 XAVIER FIGUEROA was employed by Defendants in California as a non-exempt employee
2 from approximately June 15, 2017 until approximately December 6, 2019. At all relevant times
3 herein, Plaintiff XAVIER FIGUEROA was an “employee” as that term is used in the Labor Code.
4 During the applicable statutory period, Plaintiff XAVIER FIGUEROA was subject to various
5 policies, procedures, and practices implemented by Defendants that, as alleged herein, were and
6 are in violation of the Labor Code. At all relevant times, Plaintiff XAVIER FIGUEROA was and
7 is an aggrieved employee of Defendants within the meaning of Labor Code section 2699(c).

8 6. Plaintiff SAUL MARQUEZ is an individual over the age of eighteen (18). Plaintiff
9 SAUL MARQUEZ is and, at all relevant times mentioned in this Complaint, was a California
10 citizen residing within Orange County, California. Plaintiff SAUL MARQUEZ was employed by
11 Defendants in California as a non-exempt employee from approximately November 28, 2016 until
12 approximately November 11, 2019. At all relevant times herein, Plaintiff SAUL MARQUEZ was
13 an “employee” as that term is used in the Labor Code. During the applicable statutory period,
14 Plaintiff was subject to various policies, procedures, and practices implemented by Defendants
15 that, as alleged herein, were and are in violation of the Labor Code. At all relevant times, Plaintiff
16 SAUL MARQUEZ was and is an aggrieved employee of Defendants within the meaning of Labor
17 Code section 2699(c).

18 7. Defendant SPACE EXPLORATION TECHNOLOGIES CORP., a California
19 corporation, was and is authorized to do business in California, with a principal place of business
20 located at Rocket Road, City of Hawthorne, Los Angeles County, California, and is actively
21 registered to do business in California with the California Secretary of State. Defendant is an
22 “employer” regularly employing California residents, as the term is used in the Labor Code, and is
23 subject to the Labor Code and IWC Wage Orders. On information and belief, Defendant SPACE
24 EXPLORATION TECHNOLOGIES CORP. (sometimes referred to herein as “SpaceX”) is an
25 employer in the aerospace industry and employs 6,000+ employees.¹

26
27 ¹ According to its website, “Defendant SpaceX designs, manufactures and launches advanced
28 rockets and spacecraft. The company was founded in 2002 to revolutionize space technology, with

8. Defendants named DOES 1 through 100, inclusive, are on information and belief now, and/or at all times mentioned in this Complaint were licensed to do business and/or actually doing business in California, including Los Angeles County, and each of the fictitiously named Defendants is responsible for the conduct alleged in this Complaint. Plaintiff does not know the true names or capacities, whether individual, partner or corporate, of DOES 1 through 100, inclusive, and for that reason, DOES 1 through 100, inclusive, are sued under such fictitious names pursuant to California Code of Civil Procedure section 474. Plaintiff will seek leave of court to amend their Complaint to allege both the true names and capacities of the DOE Defendants when ascertained.

9. Defendants SPACE EXPLORATION TECHNOLOGIES CORP., and DOES 1 through 100, inclusive, were Plaintiffs' and other current and former aggrieved employees' employers or persons acting on behalf of their employer, within the meaning of California Labor Code section 558, who violated or caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating hours and days of work in any Wage Order of the IWC, and are subject to civil penalties as set forth in Labor Code section 2698, *et seq.*

10. Plaintiffs are informed and believe and thereon alleges that each Defendant, directly or indirectly, or through agents or other persons, is in some manner intentionally, negligently, or otherwise responsible for the acts, omissions, occurrences and transactions alleged herein. Plaintiffs are informed and believe and thereon allege that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant is legally attributable to the other Defendants.

JURISDICTION AND VENUE

11. The California Superior Court has jurisdiction in this matter pursuant to California Constitution Article VI, Section 10, which grants the Superior Court “original jurisdiction in all causes except those given by statute to other trial courts.” The statutes under which this action is

the ultimate goal of enabling people to live on other planets.” See: <https://www.spacex.com/about> (list visited April 7, 2020)

1 brought do not specify any other specific basis for jurisdiction.

2 12. The California Superior Court also has jurisdiction in this matter because both the
3 individual and aggregate penalties sought herein exceed the minimal jurisdictional limits of the
4 Superior Court and will be established at trial, according to proof.

5 13. The California Superior Court also has jurisdiction over Defendants because they
6 are corporations and/or entities and/or persons with sufficient minimum contacts in California, are
7 citizens of California, or otherwise intentionally availed themselves of the California market so as
8 to render the exercise of jurisdiction over them by the California courts consistent with traditional
9 notions of fair play and substantial justice. There is no federal question at issue as the issues herein
10 are based solely on California statutes and law, including the Labor Code. Thus, this Court
11 maintains appropriate jurisdiction to hear this matter.

12 14. Venue is proper in the Superior Court of California for the County of Los Angeles,
13 pursuant to Code of Civil Procedure section 395(a) and Code of Civil Procedure section 395.5 in
14 that liability arose in Los Angeles County because at least some of the acts and omissions that are
15 the subject matter of this Complaint occurred therein and/or each Defendant either is found,
16 maintains offices, transacts business, exists, and/or has an agent in Los Angeles County.

17 **FACTUAL ALLEGATIONS**

18 15. During the applicable statutory period, Defendants employed Plaintiff NALANI
19 CHOY as a non-exempt Composite Technician and Subassembly propulsion Technician in
20 California at its headquarters located in the City of Hawthorne, California, from approximately
21 from approximately February 2018 until approximately January 10, 2020.

22 16. During the applicable statutory period, Defendants employed Plaintiff XAVIER
23 FIGUEROA as a non-exempt Propulsion Technician in California at its headquarters located in
24 the City of Hawthorne, California, from approximately June 15, 2017 until approximately
25 December 6, 2019.

26 17. During the applicable statutory period, Defendants employed Plaintiff SAUL
27 MARQUEZ as a non-exempt Technician in California at its headquarters located in the City of
28 Hawthorne, California, from approximately November 28, 2016 until approximately November

1 11, 2019.

2 18. During the applicable statutory period, Defendants failed to compensate Plaintiffs
3 for all hours worked and overtime hours worked after eight hours in a day and/or after forty hours
4 in a week, due to Defendants' policy of requiring employees to enter their premises through a
5 security checkpoint, park their car in a lot, enter one of Defendants' buildings, and clock in for
6 their shifts in other areas of Defendants' premises – mandated actions that required travel time
7 from the entrance of Defendants' premises to the location for clocking in, where employees were
8 subject to Defendants' control, such that Plaintiffs were not paid for all time they actually worked
9 for Defendants.

10 19. During the applicable statutory period, Defendants have consistently denied
11 Plaintiffs an opportunity to take timely off-duty and uninterrupted thirty minute long meal periods
12 before the end of the fifth hour of work, and Plaintiffs were not allowed to leave the premises for
13 lunch their supervisor's permission. Defendants also did not pay Plaintiffs a premium wage
14 equivalent to an additional hour of pay at their regular rate of pay for each workday that a
15 compliant meal period was not provided.

16 20. During the applicable statutory period, Defendants consistently failed to authorize
17 and permit Plaintiffs to take timely off-duty and uninterrupted ten minute long rest periods every
18 four hours worked, or major fraction thereof. For example, Plaintiffs often did not receive
19 compliant rest breaks because they were required to complete their work on parts before they
20 could leave their work stations. Defendants also did not pay Plaintiffs a premium wage equivalent
21 to an additional hour of pay at their regular rate for each workday that a rest period was not
22 provided.

23 21. During the applicable statutory period, Plaintiffs accrued vacation time throughout
24 their employment pursuant to their employment contracts and/or Defendants' policies, but
25 Defendant failed to properly compensate them for all vested vacation time earned at the correct
26 accrual rates in accordance with their employment contracts and/or Defendants' policies in
27 violation of Labor Code section 227.3.

28 22. During the applicable statutory period, Defendants failed to provide Plaintiffs with

1 accurate itemized wage statements. Defendants failed to furnish Plaintiffs with itemized wage
2 statements identifying, among other things, the correct amount of gross and net wages earned, and
3 the correct number of and the correct amount of deductions.

4 23. During the applicable statutory period, Defendants willfully failed and continues to
5 fail to provide Plaintiffs all wages due and owed upon separation of employment including, but
6 not limited to, overtime wages, meal period premium wages, rest period premium wages, and
7 vested vacation pay.

8 **GENERAL ALLEGATIONS**

9 24. Plaintiffs and all other aggrieved employees are current and former non-exempt
10 employees of Defendants that work or worked at Defendants' facilities in California as non-
11 exempt employees during the statutory period.

12 25. During the applicable statutory period, Plaintiffs and all other current and former
13 aggrieved employees were subject to the same various policies, procedures, and practices
14 implemented by Defendants that, as alleged herein, were and are in violation of the Labor Code.

15 26. Plaintiffs are informed and believe, and thereon allege, Defendants failed to
16 compensate Plaintiffs and all other aggrieved employees for all hours worked and overtime hours
17 worked after eight hours in a day and/or after forty hours in a week due to Defendants' policy of
18 requiring employees to enter their premises through a security checkpoint, park their car in a lot,
19 enter one of Defendants' buildings and clock in for their shifts located in another area of
20 Defendant's premises— actions that required additional travel time from the entrance of
21 Defendants' premises to the point of clocking in where employees were subject to Defendants'
22 control, such that Plaintiffs and all other aggrieved employees were not paid for all time actually
23 worked.

24 27. Plaintiffs are informed and believe, and thereon allege, that as a matter of policy
25 and/or practice Defendants denied and continue to deny Plaintiffs and all other aggrieved
26 employees an opportunity to take timely off-duty and uninterrupted thirty minute long meal
27 periods before the end of the fifth hour of work. Defendants have failed and continue to fail to pay
28 Plaintiffs and all other aggrieved employees a premium wage equivalent to an additional hour of

1 pay at their regular rate of pay for each workday that a compliant meal period was and is not
2 provided.

3 28. Plaintiffs are informed and believe, and thereon allege, Defendants maintain a
4 policy and/or practice that denied and continues to deny Plaintiffs and all other aggrieved
5 employees timely off-duty and uninterrupted ten minute rest periods for every four hours worked,
6 or a major fraction thereof, and fails to pay a premium wage equivalent to an additional hour of
7 pay at the regular rate of pay for each workday a compliant rest period was not provided.

8 29. Plaintiffs are informed and believe, and thereon allege, that Plaintiffs and all other
9 aggrieved employees accrued vacation time throughout their employment pursuant to their
10 employment contracts and/or Defendants' policies, but Defendants failed to properly compensate
11 them for all vested vacation time earned at the correct accrual rates in accordance with their
12 employment contracts and/or Defendants' policies in violation of Labor Code section 227.3.

13 30. Plaintiffs are informed and believe, and thereon allege, that Defendants maintain a
14 policy or practice that fails to furnish them and all other aggrieved employees with accurate
15 itemized wage statements due to Defendants failure to identify, among other things, the correct
16 amount of gross and net wages earned, and the correct amount of deductions.

17 31. Plaintiffs are informed and believe, and thereon allege, that Defendants maintain a
18 policy or practice that failed and continues to fail to provide Plaintiffs and all other aggrieved
19 employees all wages due and owed upon separation of employment by virtue of failing to pay all
20 minimum wages, overtime wages, meal period premium wages, rest period premium wages, and
21 vested vacation pay, upon separation of their employment with Defendants.

22 **FIRST CAUSE OF ACTION**

23 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

24 **(California Labor Code §§ 2698, *et seq.*)**

25 32. Plaintiffs incorporate by reference and reallege each and every one of the
26 allegations contained in the preceding and foregoing paragraphs of this complaint, as though fully
27 set forth herein.

28 33. Pursuant to Labor Code section 2698, *et seq.*, Plaintiffs seek to recover all

1 applicable civil penalties, reasonable attorneys' fees and costs, and all other available relief
2 permitted under the PAGA through a representative action on behalf of the State of California's
3 LWDA for all aggrieved employees, including themselves, that work or worked for Defendants
4 during the relevant time period.

5 34. In accordance with *Arias v. Superior Court*, 46 Cal.4th 969 (2009), a representative
6 action is not subject to the formalities required of a class action and class certification of PAGA
7 claims is not required.

8 35. Plaintiffs are each an "aggrieved employee" of Defendants within the meaning of
9 Labor Code section 2699(c) because they were employed by Defendants during the applicable
10 statutory period and suffered one or more of the Labor Code violations, as alleged herein.

11 36. Pursuant to Labor Code section 2699(i), seventy-five percent (75%) of civil
12 penalties recovered by aggrieved employees shall be distributed to the LWDA for enforcement of
13 labor laws and education of employers and employees about their rights and responsibilities under
14 the Labor Code, and twenty-five percent (25%) shall be distributed to the aggrieved employees.

15 37. Plaintiffs' representative action alleges violations of certain Labor Code sections
16 that are listed within Labor Code section 2699.5. Accordingly, Labor Code section 2699.3(a)
17 applies to this action, and Labor Code section 2699.3(b)-(c) do not apply.

18 38. On February 6, 2020, Plaintiff NALANI CHOY complied with Labor Code section
19 2699.3(a) by electronically filing written notice with the LWDA and serving written notice, via
20 certified mail, upon the LWDA and Defendants regarding the specific provisions of the Labor
21 Code alleged to have been violated by Defendants and Plaintiff NALANI CHOY's intent to
22 pursue civil penalties against Defendants on behalf of herself and all other aggrieved employees
23 pursuant to PAGA. Attached hereto as **Exhibit A** is a true and correct copy of Plaintiff NALANI
24 CHOY's notice letter.

25 39. On February 6, 2020, Plaintiff XAVIER FIGUEROA complied with Labor Code
26 section 2699.3(a) by electronically filing written notice with the LWDA and serving written
27 notice, via certified mail, upon the LWDA and Defendants regarding the specific provisions of the
28 Labor Code alleged to have been violated by Defendants and Plaintiff XAVIER FIGUEROA's

1 intent to pursue civil penalties against Defendants on behalf of himself and all other aggrieved
2 employees pursuant to PAGA. Attached hereto as **Exhibit B** is a true and correct copy of Plaintiff
3 XAVIER FIGUEROA's notice letter.

4 40. On February 6, 2020, Plaintiff SAUL MARQUEZ complied with Labor Code
5 section 2699.3(a) by electronically filing written notice with the LWDA and serving written
6 notice, via certified mail, upon the LWDA and Defendants regarding the specific provisions of the
7 Labor Code alleged to have been violated by Defendants and Plaintiff SAUL MARQUEZ's intent
8 to pursue civil penalties against Defendants on behalf of himself and all other aggrieved
9 employees pursuant to PAGA. Attached hereto as **Exhibit C** is a true and correct copy of Plaintiff
10 SAUL MARQUEZ's notice letter.

11 41. Labor Code section 2699.3(a) provides in pertinent part that: "The agency shall
12 notify the employer and the aggrieved employee or representative by certified mail that it does not
13 intend to investigate the alleged violation within 60 calendar days of the postmark date of the
14 notice received... [u]pon receipt of that notice or if no notice is provided within 65 calendar days
15 of the postmark date of the notice given... the aggrieved employee may commence a civil action
16 pursuant to Section 2699." Sixty-five calendar days have passed since Plaintiffs served notice
17 upon the LWDA and Defendants, and the LWDA did not provide notice of its intent to investigate
18 Plaintiffs' claims. Accordingly, Plaintiffs exhausted their obligation to provide administrative
19 notice and is authorized to commence this representative action seeking civil penalties on behalf of
20 all aggrieved employees of Defendants.

21 42. Pursuant to Labor Code section 2699(a), any provision of the Labor Code that
22 provides for a civil penalty to be assessed and collected by the LWDA or any of its departments,
23 divisions, commissions, boards, agencies or employees for violation of the code may, as an
24 alternative, be recovered through a civil action brought by an aggrieved employee on behalf of
25 herself and other current or former employees pursuant to the procedures specified in Labor Code
26 section 2699.3.

27 43. Pursuant to Labor Code section 2699(f)(2), for all provisions of the Labor Code for
28 which a civil penalty is not specifically provided, there is established a civil penalty that imposes a

1 penalty of one hundred dollars (\$100) for each aggrieved employee per pay period for the initial
2 violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each
3 subsequent violation.

4 44. Pursuant to Labor Code sections 2699(a) and (f), Plaintiffs, on behalf of the State
5 of California's LWDA for all aggrieved employees of Defendants, including themselves, seek
6 applicable civil penalties for violations of Labor Codes 201, 202, 203, 204, 226, 226.7, 227.3, 510,
7 512, 558, 1194, 1198, and 1199 during the statutory period, as set forth below:

8 a. For violations of Labor Code sections 201, 202, 203, 226.7, 227.3, 512,
9 1194, 1198, and 1199, Labor Code section 2699(f)(2) imposes a civil penalty of one hundred
10 dollars (\$100) for each aggrieved employee per pay period for each initial violation and two
11 hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;

12 b. For violations of Labor Code section 203, Labor Code section 256 imposes
13 a civil penalty in an amount not exceeding 30 days pay as waiting time;

14 c. For violations of Labor Code section 204, Labor Code section 210 imposes
15 a civil penalty of one hundred dollars (\$100) for each aggrieved employee for each initial violation
16 that was neither willful nor intentional, and two hundred dollars (\$200) for each aggrieved
17 employee, for each subsequent violation, regardless of whether the subsequent violation was
18 willful or intentional;

19 d. For violations of Labor Code section 226(a), Labor Code section 226.3
20 imposes a civil penalty, in addition to any other penalty provided by law, of two hundred fifty
21 dollars (\$250) per aggrieved employee for the first violation, and one thousand dollars (\$1,000)
22 per aggrieved employee for each subsequent violation.

23 45. Defendants violated Labor Code sections 510, 1194, 1197, 1198, and 1199 by not
24 paying Plaintiffs and aggrieved employees all wages owed for all hours worked for each pay
25 period as a result of Defendants' policy or practice of suffering or permitting aggrieved employees
26 to work off the clock prior to and upon completion of their shifts, as alleged herein. Thus, pursuant
27 to Labor Code section 2699(f)(2), Defendants are subject to a civil penalty of one hundred dollars
28 (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred

1 dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.

2 46. Defendants violated Labor Code sections 226.7 and 512 by denying Plaintiffs and
3 all other aggrieved employees of Defendants an opportunity to take timely off-duty and
4 uninterrupted thirty minute meal periods for every five hours worked, including timely off-duty
5 and uninterrupted thirty minute long meal periods before the end of the fifth hour of work, and by
6 failing to pay a premium wage equivalent to an additional hour of pay at the regular rate of pay for
7 each day a compliant meal period was not provided. Thus, pursuant to Labor Code section
8 2699(f)(2), Defendants are subject to a civil penalty of one hundred dollars (\$100) for each
9 aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for
10 each aggrieved employee per pay period for each subsequent violation.

11 47. Defendants violated Labor Code section 226.7 by denying Plaintiffs and all other
12 aggrieved employees of Defendants a ten minute off-duty rest period for every four hours worked,
13 or major fraction thereof, and by failing to provide a premium wage equivalent to an additional
14 hour of pay at the regular rate of pay for each workday that a compliant rest period was not
15 provided. Thus, pursuant to Labor Code section 2699(f)(2), Defendants are subject to a civil
16 penalty of one hundred dollars (\$100) for each aggrieved employee per pay period for the initial
17 violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each
18 subsequent violation.

19 48. Defendants violated Labor Code section 204 by failing to pay Plaintiffs and all
20 other aggrieved employees of Defendants all minimum wages owed during a pay period, overtime
21 owed during a pay period, meal period premium wages and rest period premium wages equivalent
22 to an additional hour of pay at their regular rate of pay for each day a compliant meal periods
23 and/or rest period was not provide during a pay period. In accordance with Labor Code sections
24 210(a) and 2699(a), Defendants, in addition to, and entirely independent and apart from any other
25 penalty, are subject to a civil penalty for failing to pay all wages earned by Plaintiffs and all other
26 aggrieved employees of Defendants for each pay period as provided in Labor section 204, in the
27 amount of one hundred dollars (\$100) for the initial violation per aggrieved employee and two
28 hundred dollars (\$200) for each subsequent violation, or any willful or intentional violation, per

1 aggrieved employee.

2 49. Defendants violated Labor Code section 227.3 by failing to pay all aggrieved
3 employees, including Plaintiffs, all vested and unused vacation pay earned upon resignation,
4 termination, or other separation of employment. Pursuant to *Suastez v. Plastic Dress-Up, Co.*
5 (1982) 31 Cal.3d. 774 and Labor Code section 227.3, a proportionate right to vacation pay vests
6 on a *pro rata* basis as an employee renders labor and vested vacation pay and other similar forms
7 of paid time off are considered wages that cannot be subject to forfeiture without compensation for
8 forfeited days at the applicable rates required by law. Thus, pursuant to Labor Code section
9 2699(f)(2), Defendants are subject to a civil penalty of one hundred dollars (\$100) for each
10 aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for
11 each aggrieved employee per pay period for each subsequent violation.

12 50. Defendants violated Labor Code section 226(a) by failing to provide Plaintiffs and
13 all other aggrieved employees of Defendants with accurate itemized wage statements correctly
14 identifying, among other things the correct amount of gross wages earned, the correct amount of
15 net wages earned, and the correct amount of deductions that were paid or should have been paid.
16 Thus, pursuant to Labor Code sections 226.3 and 2699(a), Defendants, in addition to, and entirely
17 independent and apart from any other penalty, are subject to a civil penalty for violation Labor
18 Code section 226(a) in the amount of two hundred and fifty dollars (\$250) per aggrieved employee
19 per violation in an initial citation and one thousand dollars (\$1,000) per aggrieved employee for
20 each violation in a subsequent citation.

21 51. Defendants violated Labor Code sections 201, 202, 203, and 256 by willfully
22 failing to provide Plaintiffs and all other aggrieved employees of Defendants all wages owed upon
23 separation of employment by failing to pay all minimum wages, overtime wages, and meal and
24 rest period premium wages owed. Thus, pursuant to Labor Code section 2699(f)(2), Defendants
25 are subject to a civil penalty of one hundred dollars (\$100) for each aggrieved employee per pay
26 period for the initial violation of these sections, and two hundred dollars (\$200) for each aggrieved
27 employee per pay period for each subsequent violation.

28 52. At all material times, Defendants were Plaintiffs' and all other aggrieved

1 employees' employers, or persons acting on their behalf, within the meaning of Labor Code
2 section 558, who violated or caused to be violated, a section of Part 2, Chapter 1 of the Labor
3 Code or any provision regulating hours and days of work in the applicable IWC Wage Order and,
4 as such, are subject to civil penalties for each underpaid employee as set forth in Labor Code
5 section 558. The civil penalties provided for under Labor Code section 558 are in addition to any
6 other civil penalty provided by law.

7 53. Pursuant to Labor Code sections 558 and 2699(a), Defendants are subject to a civil
8 penalty of fifty dollars (\$50) for each initial violation and one hundred dollars (\$100) for each
9 subsequent violation of Labor Code sections 510 and 1194 for each pay period for which Plaintiffs
10 and all other aggrieved employees of Defendants were not paid all wages owed as a result of
11 Defendants' failure to pay wages owed for all regular hours and overtime hours, as alleged herein.

12 54. Pursuant to Labor Code sections 558 and 2699(a), Defendants are subject to a civil
13 penalty of fifty dollars (\$50) for each initial violation and one hundred dollars (\$100) for each
14 subsequent violation of Labor Code section 226.7 for each pay period for which Plaintiffs and all
15 other aggrieved employees of Defendants were not provided with a compliant timely off-duty and
16 uninterrupted thirty minute meal period and/or ten minute long rest periods for every four hours
17 worked, or major fraction thereof, as alleged herein.

18 55. Defendants violated Labor Code section 1198 by failing to comply with the
19 maximum hours of work and the standards conditions of labor fixed by the IWC under the "Hours
20 and Days of Work", the "Meal Period", the "Rest Period" and "Record" sections of the applicable
21 IWC Wage Order, by failing to provide compliant meal periods, failing to pay meal periods
22 premium wages, failing to provide compliant rest periods, failing to pay rest period premium
23 wages, failing to keep and provide accurate records, and failing to timely pay owed wages upon
24 separation of employment, as alleged herein. Thus pursuant to Labor Code section 2699(f)(2),
25 Defendants are subject to a civil penalty in the amount of one hundred dollars (\$100) for each
26 aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for
27 each aggrieved employee per pay period for each subsequent violation.

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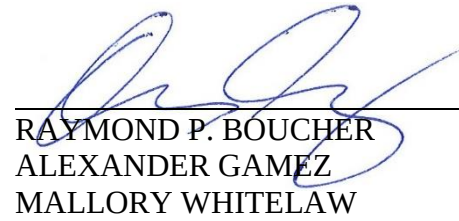
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1 DATED: April 13, 2020

Respectfully submitted,

2 BOUCHER LLP

3
4 By:


RAYMOND P. BOUCHER
ALEXANDER GAMEZ
MALLORY WHITELAW

7 LAW OFFICES OF SAHAG MAJARIAN II

8 SAHAG MAJARIAN II

9 *Attorneys for Plaintiffs Nalani Choy,*
10 *Xavier Figueroa, and Saul Marquez, Aggrieved*
11 *Employees of Defendants, for the State of*
12 *California's Labor and Workforce Development*
13 *Agency on Behalf of All Aggrieved Employees of*
14 *Defendants*

1 **DEMAND FOR JURY TRIAL**

2 Plaintiffs NALANI CHOY, XAVIER FIGUEROA, and SAUL MARQUEZ, on behalf of
3 all aggrieved employees of Defendants SPACE EXPLORATION TECHNOLOGIES CORP., and
4 DOES 1 through 100, inclusive, hereby respectfully request a trial by jury of all issues and causes
5 of action so triable.

6
7 DATED: April 13, 2020

Respectfully submitted,

8 BOUCHER LLP

9
10 By:


11 RAYMOND P. BOUCHER
12 ALEXANDER GAMEZ
13 MALLORY WHITELAW

14 LAW OFFICES OF SAHAG MAJARIAN II
15 SAHAG MAJARIAN II

16 *Attorneys for Plaintiffs Nalani Choy,*
17 *Xavier Figueroa, and Saul Marquez, Aggrieved*
18 *Employees of Defendants, for the State of*
19 *California's Labor and Workforce Development*
20 *Agency on Behalf of All Aggrieved Employees of*
21 *Defendants*

EXHIBIT A

BOUCHER LLP

21600 Oxnard Street, Suite 600
Woodland Hills, California 91367

Telephone 818.340.5400
Facsimile 818.340.5401

February 6, 2020

ELECTRONICALLY FILED

Attn: PAGA Administrator
Labor and Workforce Development Agency
1515 Clay Street, Suite 801
Oakland, California 94612
PAGAFilings@dir.ca.gov

VIA CERTIFIED MAIL

Space Exploration Technologies Corp.
c/o Agent for Service of Process
Corporation Services Company Which Will Do Business
in California as CSC – Lawyers Incorporating Service
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

Re: *Nalani Choy v. Space Exploration Technologies Corp., et al.*
Notice Regarding Private Attorneys General Act of 2004 Claim

To Whom It May Concern:

Pursuant to section 2699.3 of the California Labor Code Private Attorneys General Act of 2004 (“PAGA” or “the Act”) (Lab. Code § 2698 *et seq.*), this letter shall serve as written notice of claims for civil penalties that will be pursued by Nalani Choy on behalf of herself and other non-exempt aggrieved employees employed by Space Exploration Technologies Corp. (“SpaceX”) in California during the statutory period, against SpaceX.

SpaceX is headquartered in Hawthorne, California where it designs, manufactures and launches advanced rockets and spacecraft. SpaceX employed Ms. Choy as a non-exempt Composite Technician and Subassembly propulsion Technician in California from approximately February 2018 until January 10, 2020. Pursuant to California law, SpaceX has at all relevant times been Ms. Choy’s employer during the statutory period.

In her representative action, Ms. Choy will seek civil penalties pursuant to PAGA as a result of SpaceX’s failure to: (1) compensate for all hours worked (Lab. Code §§ 204, 223, 1194, 1197, 1198); (2) compensate for all overtime hours worked (Lab. Code § 510); (3) provide proper meal periods and/or premium pay for non-compliant meal periods (Lab. Code §§ 226.7, 512, 558,

1198, 1199); (4) provide proper rest periods and/or premium pay for non-compliant rest periods (Lab. Code §§ 226.7, 558, 1198, 1199); (5) pay all accrued vacation time (Lab. Code § 227.3); (6) furnish complete and accurate itemized wage statements (Lab. Code § 226(a)); and (7) timely pay all wages due within the time permitted upon separation of employment (Lab. Code §§ 201-203).

FAILURE TO PAY HOURLY AND OVERTIME WAGES

(Labor Code §§ 204, 510, 1194, 1197, 1198, and 2699)

Labor Code section 204 states that “all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.”

Pursuant to Labor Code section 510, non-exempt employees are entitled to 1.5 times their hourly rate of pay for any work performed in excess of 8 hours in a day or any work performed in excess of 40 hours per week, and twice their regular hourly rate for any work performed past 12 hours in one day or past 8 hours on the seventh consecutive day.

Labor Code section 1194(a) states, “Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.”

Labor Code section 1197 states, in pertinent part, “The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than minimum wage so fixed is unlawful.”

Labor Code section 1198 states, in pertinent part, “The employment of any employee... under conditions of labor prohibited by the [Wage Order] is unlawful.”

In relevant part, Section 2 of the applicable Wage Order states that, “Hours worked means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work.”

In relevant part, Section 4 of the applicable Wage Order states that, “Every employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission or otherwise.”

In conjunction, the provisions of the applicable Wage Order and Labor Code require employers to pay non-exempt employees no less than their agreed upon or statutorily mandated wage rates for all hours worked, including hours spent working “off-the-clock” when the employer knows or reasonably should know that employees are working during those hours. *Morillion v. Royal Packing Co.* (2000) 22 Cal.4th 575, 585.

Upon information and belief, during Ms. Choy's employment, SpaceX failed to compensate her and aggrieved employees for all hours worked and overtime hours worked after eight hours in a day and/or after forty hours in a week due to SpaceX's policy of requiring employees to enter SpaceX's premises through a security checkpoint, park their car in a lot, enter a SpaceX building and clock in for their shift in another area – actions that required additional travel time from the entrance of the SpaceX premises to the point of clocking in where employees were subject to the employer's control, such that Ms. Choy and other non-exempt employees were not paid for all time actually worked. *Morillion v. Royal Packing* (2000) 22 Cal.4th, 575, 584–85.

Accordingly, Ms. Choy, on behalf of herself and other aggrieved employees, will pursue civil penalties and all available remedies to the extent allowed by law for the alleged violations.

FAILURE TO PROVIDE MEAL PERIODS

(Labor Code §§ 226.7, 512(a), 558, 1198, 2699, and the "Meal Periods" Section of the Applicable Wage Order)

Labor Code section 226.7(b) states, in pertinent part, "An employer shall not require an employee to work during meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission"

Labor Code section 226.7(c), provides that if an employer fails to provide an employee a meal period in accordance with statute or an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal period is not provided.

Labor Code section 512(a) states, in pertinent part, "An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes... [a]n employer may not employ an employee for a work period of more than ten hours per day without providing the employee with a second meal period of not less than thirty minutes, except that if the total hours worked is no more than twelve hours, the second meal period may be waived by mutual consent of the employer and employee only if the first meal period was not waived."

Labor Code section 1198 states, in pertinent part, "The employment of any employee... under conditions of labor prohibited by the [Wage Order] is unlawful."

In relevant part, Section 2 of the applicable Wage Order states that, "Hours worked means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work."

Section 11 of the applicable Wage Order provides that:

- (A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee. Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an "on-duty" meal period and counted as time worked. An "on-duty" meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.
- (B) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employer's regular rate of compensation for each workday that the meal period is not provided.

Upon information and belief, SpaceX failed and fails to provide Ms. Choy and aggrieved employees with compliant thirty minute off-duty meal periods for work periods of more than five hours and failed to pay them premium wages at their regular rates of pay thereto. For example, Ms. Choy was often required to take a meal period after her fifth hour of work because she was required to wait for other employees to return from their meal breaks before she was permitted to take one. Further, Ms. Choy was not paid a premium wage for these non-compliant meal periods. Additionally, Ms. Choy was not allowed to leave the premises for lunch without her supervisor's permission.

Accordingly, Ms. Choy, on behalf of herself and aggrieved employees, will pursue civil penalties and all available remedies to the extent allowed by law for the alleged violations.

FAILURE TO PROVIDE REST PERIODS

(Labor Code §§ 226.7, 1198, 2699, and the "Rest Periods" Section of the Applicable Wage Order)

Labor Code section 1198 states, in pertinent part, "The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful."

Labor Code section 226.7(b) states, in pertinent part, "An employer shall not require an employee to work during meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission."

Pursuant to *Augustus v. ABM Security Services, Inc.*, (2017) 2 Cal.5th 257, 260, “[d]uring required rest periods, employers must relieve their employees of all duties and relinquish any control over how employees spend their break time.”

Labor Code section 226.7(c), provides that if an employer fails to provide an employee a rest period in accordance with statute or an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each work day that the meal period is not provided.

Section 12 of the applicable Wage Order provides that:

(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle each work period. The authorized rest period shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.

(B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensations for each workday that the rest period is not provided.

Upon information and belief, SpaceX’s policies and practices failed and fail to provide Ms. Choy and aggrieved employees with off-duty net rest periods of at least ten minutes for each four hour work period, or major fraction thereof, and failed and fail to pay them a premium wage at their regular rates of pay on workdays they failed to provide them with an opportunity to take rest periods. For example, Ms. Choy often did not receive compliant rest breaks because she was required to complete her work on a part before she could leave her work station.

Accordingly, Ms. Choy, on behalf of herself and aggrieved employees, will pursue civil penalties and all available remedies to the extent allowed by law for the alleged violations.

FAILURE TO PAY ALL ACCRUED VACATION TIME

(Labor Code § 227.3)

Labor Code section 227.3 prohibits employers from subjecting vacation pay to unpaid forfeiture and requires an employer who has a policy that provides for vacation pay to pay its terminated employees for all of their vested and unused vacation pay.

Pursuant to the California Supreme Court’s decision in *Suastez v. Plastic Dress-Up, Co.*, (1982) 31 Cal.3d. 774 and Labor Code section 227.3, vested vacation pay and other similar forms of paid time off earned based on labor performed are considered wages that cannot be subject to forfeiture without compensation for forfeited days at the applicable rates required by law.

Furthermore, *Suastez* holds that a proportionate right to vacation pay vests on a pro rata basis as the employee renders labor. *Id.*

Upon information and belief, Ms. Choy and aggrieved employees accrued vacation time throughout their employment pursuant to their employment contracts and/or SpaceX's policies, but SpaceX failed to properly compensate them for all vested vacation time earned at the correct accrual rates in accordance with their employment contracts and/or SpaceX's policies in violation of Labor Code section 227.3.

Accordingly, Ms. Choy, on behalf of herself and aggrieved employees, will pursue civil penalties and all available remedies to the extent allowed by law for the alleged violations.

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(Labor Code §§ 226, 226.3, and 2699)

Labor Code section 226(a) requires an employer to provide an employee with an accurate itemized wage statement that shows: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units earned and any applicable piece-rate if the employee is paid on a piece-rate basis; (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for which the employee is pay; (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each rate by the employee.

For violations of Labor Code section 226(a), Labor Code section 226.3 imposes a civil penalty on any employer that violates section 226(a) in the amount of \$250.00 per employee per violation in an initial citation and \$1,000.00 per employee for each subsequent violation. The civil penalties provided for in Labor Code section 226.3 are in addition to any other penalty provided by law.

As a result of alleged violations discussed above, SpaceX furnished wage statements that failed to correctly show, among other items: (1) gross wages earned, (2) all deductions, and (3) net wages earned. Accordingly, Ms. Choy on behalf of herself and other aggrieved employees, will seek to recover available civil penalties for violations of Labor Code 226(a).

FAILURE TO TIMELY PAY WAGES UPON SEPARATION OF EMPLOYMENT

(Labor Code §§ 201, 202, 203, 256, and 2699)

Labor Code section 201 states, in pertinent part, "If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

Labor Code section 202 states, in pertinent part, “If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.”

Labor Code section 203 provides that an employee’s wages shall continue as a penalty from when they first become due at the same rate until paid for up to 30 days when an employer willfully fails to timely pay all earned and unpaid wages in accordance with Labor Code section 201 or 202.

Labor Code section 256, in pertinent part, provides that a civil penalty shall be imposed in an amount not exceeding 30 days pay as waiting time under the terms of Section 203.

SpaceX willfully failed and fails to provide Ms. Choy, and, upon information and belief, aggrieved employees all wages due and owed upon separation of employment. By furnishing Ms. Choy and aggrieved employees with a final check that failed to include all earned and owed wages including meal period premiums, rest period premiums, and vested vacation pay – as described above, SpaceX violated Labor Code sections 201 or 202.

Accordingly, Ms. Choy, on behalf of herself and aggrieved employees, will pursue civil penalties and all available remedies to the extent allowed by law for the alleged violations.

CIVIL PENALTIES FOR VIOLATION OF THE LABOR CODE AND IWC

WAGE ORDERS

(Labor Code § 558)

Labor Code section 558 subjects any employer or other person acting on behalf of an employer who violates Part 2, Chapter 1, of the Labor Code (Labor Code §§ 500-558), or any provision regulating the hours and days in any IWC Wage Order, to a civil penalty in the amount of \$50 for any initial violation for each pay period in which an employee is underpaid, and \$100 for each subsequent violation.

As set forth above, SpaceX failed to provide Ms. Choy and aggrieved employees compliant meal periods and/or rest periods and failed to pay premium wages owed and failed to pay all overtime compensation owed as a result of its policies and practices that prevented Ms. Choy and aggrieved employees from taking compliant meal and rest breaks. Additionally, SpaceX’s practices and policies required additional travel time from the entrance of the SpaceX premises to the point of clocking in where employees were subject to the employer’s control, such that Ms. Choy and other non-exempt employees were not paid for all time actually worked. Accordingly, Ms. Choy, on behalf of aggrieved employees, will seek to recover civil penalties under Labor Code section 558.

CONCLUSION

The allegations set forth herein are supported by, among other things, records and documents from Ms. Choy's employment with SpaceX, including wage statements, and Ms. Choy's confirmation of SpaceX's unlawful practices and policies. As a result of the foregoing violations, Ms. Choy is entitled to file a Complaint and invoke the protections of PAGA. Ms. Choy has placed SpaceX on notice by mailing a certified copy of this notice to its corporate headquarters and/or authorized agents.

Very truly yours,

BOUCHER LLP

By: _____

Alexander Gamez, Esq.

AG:mw

EXHIBIT B

BOUCHER LLP

21600 Oxnard Street, Suite 600
Woodland Hills, California 91367

Telephone 818.340.5400
Facsimile 818.340.5401

February 6, 2020

ELECTRONICALLY FILED

Attn: PAGA Administrator
Labor and Workforce Development Agency
1515 Clay Street, Suite 801
Oakland, California 94612
PAGAFilings@dir.ca.gov

VIA CERTIFIED MAIL

Space Exploration Technologies Corp.
c/o Agent for Service of Process
Corporation Services Company Which Will Do Business
in California as CSC – Lawyers Incorporating Service
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

Re: *Xavier Figueroa v. Space Exploration Technologies Corp., et al.*
Notice Regarding Private Attorneys General Act of 2004 Claim

To Whom It May Concern:

Pursuant to section 2699.3 of the California Labor Code Private Attorneys General Act of 2004 (“PAGA” or “the Act”) (Lab. Code § 2698 *et seq.*), this letter shall serve as written notice of claims for civil penalties that will be pursued by Mr. Xavier Figueroa on behalf of himself and other non-exempt aggrieved employees employed by Space Exploration Technologies Corp. (“SpaceX”) in California during the statutory period, against SpaceX.

SpaceX is headquartered in Hawthorne, California where it designs, manufactures and launches advanced rockets and spacecraft. SpaceX employed Mr. Figueroa as a non-exempt Propulsion Technician in California from approximately June 15, 2017 to when he was terminated on or around December 6, 2019. Pursuant to California law, SpaceX has at all relevant times been Mr. Figueroa’s employer during the statutory period.

In his representative action, Mr. Figueroa will seek civil penalties pursuant to PAGA as a result of SpaceX’s failure to: (1) compensate for all hours worked (Lab. Code §§ 204, 223, 1194, 1197, 1198); (2) compensate for all overtime hours worked (Lab. Code § 510); (3) provide proper meal periods and/or premium pay for non-compliant meal periods (Lab. Code §§ 226.7, 512, 558,

1198, 1199); (4) provide proper rest periods and/or premium pay for non-compliant rest periods (Lab. Code §§ 226.7, 558, 1198, 1199); (5) pay all accrued vacation time (Lab. Code § 227.3); (6) furnish complete and accurate itemized wage statements (Lab. Code § 226(a)); and (7) timely pay all wages due within the time permitted upon separation of employment (Lab. Code §§ 201-203).

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Upon information and belief, during Mr. Figueroa's employment, SpaceX failed to compensate him and aggrieved employees for all hours worked and overtime hours worked after eight hours in a day and/or after forty hours in a week due to SpaceX's policy of requiring employees to enter SpaceX's premises through a security checkpoint, park their car in a lot, enter a SpaceX building and clock in for their shift in another area – actions that required additional travel time from the entrance of the SpaceX premises to the point of clocking in where employees were subject to the employer's control, such that Mr. Figueroa and other non-exempt employees were not paid for all time actually worked. *Morillion v. Royal Packing* (2000) 22 Cal.4th, 575, 584–85.

Accordingly, Mr. Figueroa, on behalf of himself and other aggrieved employees, will pursue civil penalties and all available remedies to the extent allowed by law for the alleged violations.

FAILURE TO PROVIDE MEAL PERIODS

(Labor Code §§ 226.7, 512(a), 558, 1198, 2699, and the "Meal Periods" Section of the Applicable Wage Order)

Labor Code section 226.7(b) states, in pertinent part, "An employer shall not require an employee to work during meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission"

Labor Code section 226.7(c), provides that if an employer fails to provide an employee a meal period in accordance with statute or an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal period is not provided.

Labor Code section 512(a) states, in pertinent part, "An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes... [a]n employer may not employ an employee for a work period of more than ten hours per day without providing the employee with a second meal period of not less than thirty minutes, except that if the total hours worked is no more than twelve hours, the second meal period may be waived by mutual consent of the employer and employee only if the first meal period was not waived."

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(A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee. Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an "on-duty" meal period and counted as time worked. An "on-duty" meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.

(B) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employer's regular rate of compensation for each workday that the meal period is not provided.

Upon information and belief, SpaceX failed and fails to provide Mr. Figueroa and aggrieved employees with compliant thirty minute off-duty meal periods for work periods of more than five hours and failed to pay them premium wages at their regular rates of pay thereto. For example, Mr. Figueroa often was required to take a meal period after his fifth hour of work to finish his duties and was not paid a premium wage for these non-compliant meal periods. Additionally, Mr. Figueroa was not allowed to leave the premises for lunch without his supervisor's permission.

Accordingly, Mr. Figueroa, on behalf of himself and aggrieved employees, will pursue civil penalties and all available remedies to the extent allowed by law for the alleged violations.

FAILURE TO PROVIDE REST PERIODS

(Labor Code §§ 226.7, 1198, 2699, and the "Rest Periods" Section of the Applicable Wage Order)

Labor Code section 1198 states, in pertinent part, "The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful."

Labor Code section 226.7(b) states, in pertinent part, "An employer shall not require an employee to work during meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission."

Pursuant to *Augustus v. ABM Security Services, Inc.*, (2017) 2 Cal.5th 257, 260, “[d]uring required rest periods, employers must relieve their employees of all duties and relinquish any control over how employees spend their break time.”

Labor Code section 226.7(c), provides that if an employer fails to provide an employee a rest period in accordance with statute or an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each work day that the meal period is not provided.

Section 12 of the applicable Wage Order provides that:

(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle each work period. The authorized rest period shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.

(B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensations for each workday that the rest period is not provided.

Upon information and belief, SpaceX’s policies and practices failed and fail to provide Mr. Figueroa and aggrieved employees with off-duty net rest periods of at least ten minutes for each four hour work period, or major fraction thereof, and failed and fail to pay them a premium wage at their regular rates of pay on workdays SpaceX failed to provide them with an opportunity to take rest periods. For example, Mr. Figueroa often did not receive compliant rest breaks because he was required to complete his work on a part before he could leave his work station.

Accordingly, Mr. Figueroa, on behalf of himself and aggrieved employees, will pursue civil penalties and all available remedies to the extent allowed by law for the alleged violations.

FAILURE TO PAY ALL ACCRUED VACATION TIME

(Labor Code § 227.3)

Labor Code section 227.3 prohibits employers from subjecting vacation pay to unpaid forfeiture and requires an employer who has a policy that provides for vacation pay to pay its terminated employees for all of their vested and unused vacation pay.

Pursuant to the California Supreme Court’s decision in *Suastez v. Plastic Dress-Up, Co.*, (1982) 31 Cal.3d. 774 and Labor Code section 227.3, vested vacation pay and other similar forms of paid time off earned based on labor performed are considered wages that cannot be subject to forfeiture without compensation for forfeited days at the applicable rates required by law.

Furthermore, *Suastez* holds that a proportionate right to vacation pay vests on a pro rata basis as the employee renders labor. *Id.*

Upon information and belief, Mr. Figueroa and aggrieved employees accrued vacation time throughout their employment pursuant to their employment contracts and/or SpaceX's policies, but SpaceX failed to properly compensate them for all vested vacation time earned at the correct accrual rates in accordance with their employment contracts and/or SpaceX's policies in violation of Labor Code section 227.3.

Accordingly, Mr. Figueroa, on behalf of himself and aggrieved employees, will pursue civil penalties and all available remedies to the extent allowed by law for the alleged violations.

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(Labor Code §§ 226, 226.3, and 2699)

Labor Code section 226(a) requires an employer to provide an employee with an accurate itemized wage statement that shows: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units earned and any applicable piece-rate if the employee is paid on a piece-rate basis; (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for which the employee is pay; (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each rate by the employee.

For violations of Labor Code section 226(a), Labor Code section 226.3 imposes a civil penalty on any employer that violates section 226(a) in the amount of \$250.00 per employee per violation in an initial citation and \$1,000.00 per employee for each subsequent violation. The civil penalties provided for in Labor Code section 226.3 are in addition to any other penalty provided by law.

As a result of alleged violations discussed above, SpaceX furnished wage statements that failed to correctly show, among other items: (1) gross wages earned, (2) all deductions, and (3) net wages earned. Accordingly, Mr. Figueroa on behalf of himself and other aggrieved employees, will seek to recover available civil penalties for violations of Labor Code 226(a).

FAILURE TO TIMELY PAY WAGES UPON SEPARATION OF EMPLOYMENT

(Labor Code §§ 201, 202, 203, 256, and 2699)

Labor Code section 201 states, in pertinent part, "If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

Labor Code section 202 states, in pertinent part, “If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.”

Labor Code section 203 provides that an employee’s wages shall continue as a penalty from when they first become due at the same rate until paid for up to 30 days when an employer willfully fails to timely pay all earned and unpaid wages in accordance with Labor Code section 201 or 202.

Labor Code section 256, in pertinent part, provides that a civil penalty shall be imposed in an amount not exceeding 30 days pay as waiting time under the terms of Section 203.

SpaceX willfully failed and fails to provide Mr. Figueroa, and, upon information and belief, aggrieved employees all wages due and owed upon separation of employment. By furnishing Mr. Figueroa and aggrieved employees with a final check that failed to include all earned and owed wages including meal period premiums, rest period premiums, and vested vacation pay – as described above, SpaceX violated Labor Code sections 201 or 202.

Accordingly, Mr. Figueroa, on behalf of himself and aggrieved employees, will pursue civil penalties and all available remedies to the extent allowed by law for the alleged violations.

CIVIL PENALTIES FOR VIOLATION OF THE LABOR CODE AND IWC

WAGE ORDERS

(Labor Code § 558)

Labor Code section 558 subjects any employer or other person acting on behalf of an employer who violates Part 2, Chapter 1, of the Labor Code (Labor Code §§ 500-558), or any provision regulating the hours and days in any IWC Wage Order, to a civil penalty in the amount of \$50 for any initial violation for each pay period in which an employee is underpaid, and \$100 for each subsequent violation.

As set forth above, SpaceX failed to provide Mr. Figueroa and aggrieved employees compliant meal periods and/or rest periods and failed to pay premium wages owed and failed to pay all overtime compensation owed as a result of its policies and practices that prevented Mr. Figueroa and aggrieved employees from taking compliant meal and rest breaks. Additionally, SpaceX’s practices and policies required additional travel time from the entrance of the SpaceX premises to the point of clocking in where employees were subject to the employer’s control, such that Mr. Figueroa and other non-exempt employees were not paid for all time actually worked. Accordingly, Mr. Figueroa, on behalf of aggrieved employees, will seek to recover civil penalties under Labor Code section 558.

CONCLUSION

The allegations set forth herein are supported by, among other things, records and documents from Mr. Figueroa's employment with SpaceX, including wage statements, and Mr. Figueroa's confirmation of SpaceX's unlawful practices and policies. As a result of the foregoing violations, Mr. Figueroa is entitled to file a Complaint and invoke the protections of PAGA. Mr. Figueroa has placed SpaceX on notice by mailing a certified copy of this notice to its corporate headquarters and/or authorized agents.

Very truly yours,

BOUCHER LLP

By: _____

Alexander Gamez, Esq.

AG:mw

EXHIBIT C

BOUCHER LLP

21600 Oxnard Street, Suite 600
Woodland Hills, California 91367

Telephone 818.340.5400
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February 6, 2020

ELECTRONICALLY FILED

Attn: PAGA Administrator
Labor and Workforce Development Agency
1515 Clay Street, Suite 801
Oakland, California 94612
PAGAFilings@dir.ca.gov

VIA CERTIFIED MAIL

Space Exploration Technologies Corp.
c/o Agent for Service of Process
Corporation Services Company Which Will Do Business
in California as CSC – Lawyers Incorporating Service
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

Re: *Saul Marquez v. Space Exploration Technologies Corp., et al.*
Notice Regarding Private Attorneys General Act of 2004 Claim

To Whom It May Concern:

Pursuant to section 2699.3 of the California Labor Code Private Attorneys General Act of 2004 (“PAGA” or “the Act”) (Lab. Code § 2698 *et seq.*), this letter shall serve as written notice of claims for civil penalties that will be pursued by Mr. Saul Marquez on behalf of himself and other non-exempt aggrieved employees employed by Space Exploration Technologies Corp. (“SpaceX”) in California during the statutory period, against SpaceX.

SpaceX is headquartered in Hawthorne, California where it designs, manufactures and launches advanced rockets and spacecraft. SpaceX employed Mr. Marquez as a non-exempt Technician in California from approximately November 28, 2016 until he resigned effective November 11, 2019. Pursuant to California law, SpaceX has at all relevant times been Mr. Marquez’s employer during the statutory period.

In his representative action, Mr. Marquez will seek civil penalties pursuant to PAGA as a result of SpaceX’s failure to: (1) compensate for all hours worked (Lab. Code §§ 204, 223, 1194, 1197, 1198); (2) compensate for all overtime hours worked (Lab. Code § 510); (3) provide proper meal periods and/or premium pay for non-compliant meal periods (Lab. Code §§ 226.7, 512, 558,

1198, 1199); (4) provide proper rest periods and/or premium pay for non-compliant rest periods (Lab. Code §§ 226.7, 558, 1198, 1199); (5) pay all accrued vacation time (Lab. Code § 227.3); (6) furnish complete and accurate itemized wage statements (Lab. Code § 226(a)); and (7) timely pay all wages due within the time permitted upon separation of employment (Lab. Code §§ 201-203).

FAILURE TO PAY HOURLY AND OVERTIME WAGES

(Labor Code §§ 204, 510, 1194, 1197, 1198, and 2699)

Labor Code section 204 states that “all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.”

Pursuant to Labor Code section 510, non-exempt employees are entitled to 1.5 times their hourly rate of pay for any work performed in excess of 8 hours in a day or any work performed in excess of 40 hours per week, and twice their regular hourly rate for any work performed past 12 hours in one day or past 8 hours on the seventh consecutive day.

Labor Code section 1194(a) states, “Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.”

Labor Code section 1197 states, in pertinent part, “The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than minimum wage so fixed is unlawful.”

Labor Code section 1198 states, in pertinent part, “The employment of any employee... under conditions of labor prohibited by the [Wage Order] is unlawful.”

In relevant part, Section 2 of the applicable Wage Order states that, “Hours worked means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work.”

In relevant part, Section 4 of the applicable Wage Order states that, “Every employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission or otherwise.”

In conjunction, the provisions of the applicable Wage Order and Labor Code require employers to pay non-exempt employees no less than their agreed upon or statutorily mandated wage rates for all hours worked, including hours spent working “off-the-clock” when the employer knows or reasonably should know that employees are working during those hours. *Morillion v. Royal Packing Co.* (2000) 22 Cal.4th 575, 585.

Upon information and belief, during Mr. Marquez's employment, SpaceX failed to compensate him and aggrieved employees for all hours worked and overtime hours worked after eight hours in a day and/or after forty hours in a week due to SpaceX's policy of requiring employees to enter SpaceX's premises through a security checkpoint, park their car in a lot, enter a SpaceX building and clock in for their shift in another area – actions that required additional travel time from the entrance of the SpaceX premises to the point of clocking in where employees were subject to the employer's control, such that Mr. Marquez and other non-exempt employees were not paid for all time actually worked. *Morillion v. Royal Packing* (2000) 22 Cal.4th, 575, 584–85.

Accordingly, Mr. Marquez, on behalf of himself and other aggrieved employees, will pursue civil penalties and all available remedies to the extent allowed by law for the alleged violations.

FAILURE TO PROVIDE MEAL PERIODS

(Labor Code §§ 226.7, 512(a), 558, 1198, 2699, and the “Meal Periods” Section of the
Applicable Wage Order)

Labor Code section 226.7(b) states, in pertinent part, “An employer shall not require an employee to work during meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission”

Labor Code section 226.7(c), provides that if an employer fails to provide an employee a meal period in accordance with statute or an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal period is not provided.

Labor Code section 512(a) states, in pertinent part, “An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes... [a]n employer may not employ an employee for a work period of more than ten hours per day without providing the employee with a second meal period of not less than thirty minutes, except that if the total hours worked is no more than twelve hours, the second meal period may be waived by mutual consent of the employer and employee only if the first meal period was not waived.”

Labor Code section 1198 states, in pertinent part, “The employment of any employee... under conditions of labor prohibited by the [Wage Order] is unlawful.”

In relevant part, Section 2 of the applicable Wage Order states that, “Hours worked means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work.”

Section 11 of the applicable Wage Order provides that:

- (A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee. Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an "on-duty" meal period and counted as time worked. An "on-duty" meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.
- (B) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employer's regular rate of compensation for each workday that the meal period is not provided.

Upon information and belief, SpaceX failed and fails to provide Mr. Marquez and aggrieved employees with compliant thirty minute off-duty meal periods for work periods of more than five hours and failed to pay them premium wages at their regular rates of pay thereto. For example, Mr. Marquez was often was required to take a meal period after his fifth hour of work because he was required to wait for other employees to return from their meal breaks before he was permitted to take one. Further, Mr. Marquez was not paid a premium wage for these non-compliant meal periods. Additionally, Mr. Marquez was not allowed to leave the premises for lunch without his supervisor's permission.

Accordingly, Mr. Marquez, on behalf of himself and aggrieved employees, will pursue civil penalties and all available remedies to the extent allowed by law for the alleged violations.

FAILURE TO PROVIDE REST PERIODS

(Labor Code §§ 226.7, 1198, 2699, and the "Rest Periods" Section of the Applicable Wage Order)

Labor Code section 1198 states, in pertinent part, "The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful."

Labor Code section 226.7(b) states, in pertinent part, "An employer shall not require an employee to work during meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission."

Pursuant to *Augustus v. ABM Security Services, Inc.*, (2017) 2 Cal.5th 257, 260, “[d]uring required rest periods, employers must relieve their employees of all duties and relinquish any control over how employees spend their break time.”

Labor Code section 226.7(c), provides that if an employer fails to provide an employee a rest period in accordance with statute or an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each work day that the meal period is not provided.

Section 12 of the applicable Wage Order provides that:

(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle each work period. The authorized rest period shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.

(B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensations for each workday that the rest period is not provided.

Upon information and belief, SpaceX’s policies and practices failed and fail to provide Mr. Marquez and aggrieved employees with off-duty net rest periods of at least ten minutes for each four hour work period, or major fraction thereof, and failed and fail to pay them a premium wage at their regular rates of pay on workdays they failed to provide them with an opportunity to take rest periods. For example, Mr. Marquez often did not receive compliant rest breaks because he was required to complete his work on a part before he could leave his work station.

Accordingly, Mr. Marquez, on behalf of himself and aggrieved employees, will pursue civil penalties and all available remedies to the extent allowed by law for the alleged violations.

FAILURE TO PAY ALL ACCRUED VACATION TIME

(Labor Code § 227.3)

Labor Code section 227.3 prohibits employers from subjecting vacation pay to unpaid forfeiture and requires an employer who has a policy that provides for vacation pay to pay its terminated employees for all of their vested and unused vacation pay.

Pursuant to the California Supreme Court’s decision in *Suastez v. Plastic Dress-Up, Co.*, (1982) 31 Cal.3d. 774 and Labor Code section 227.3, vested vacation pay and other similar forms of paid time off earned based on labor performed are considered wages that cannot be subject to forfeiture without compensation for forfeited days at the applicable rates required by law.

Furthermore, *Suastez* holds that a proportionate right to vacation pay vests on a pro rata basis as the employee renders labor. *Id.*

Upon information and belief, Mr. Marquez and aggrieved employees accrued vacation time throughout their employment pursuant to their employment contracts and/or SpaceX's policies, but SpaceX failed to properly compensate them for all vested vacation time earned at the correct accrual rates in accordance with their employment contracts and/or SpaceX's policies in violation of Labor Code section 227.3.

Accordingly, Mr. Marquez, on behalf of himself and aggrieved employees, will pursue civil penalties and all available remedies to the extent allowed by law for the alleged violations.

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(Labor Code §§ 226, 226.3, and 2699)

Labor Code section 226(a) requires an employer to provide an employee with an accurate itemized wage statement that shows: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units earned and any applicable piece-rate if the employee is paid on a piece-rate basis; (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for which the employee is pay; (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each rate by the employee.

For violations of Labor Code section 226(a), Labor Code section 226.3 imposes a civil penalty on any employer that violates section 226(a) in the amount of \$250.00 per employee per violation in an initial citation and \$1,000.00 per employee for each subsequent violation. The civil penalties provided for in Labor Code section 226.3 are in addition to any other penalty provided by law.

As a result of alleged violations discussed above, SpaceX furnished wage statements that failed to correctly show, among other items: (1) gross wages earned, (2) all deductions, and (3) net wages earned. Accordingly, Mr. Marquez on behalf of himself and other aggrieved employees, will seek to recover available civil penalties for violations of Labor Code 226(a).

FAILURE TO TIMELY PAY WAGES UPON SEPARATION OF EMPLOYMENT

(Labor Code §§ 201, 202, 203, 256, and 2699)

Labor Code section 201 states, in pertinent part, "If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

Labor Code section 202 states, in pertinent part, “If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.”

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SpaceX willfully failed and fails to provide Mr. Marquez, and, upon information and belief, aggrieved employees all wages due and owed upon separation of employment. By furnishing Mr. Marquez and aggrieved employees with a final check that failed to include all earned and owed wages including meal period premiums, rest period premiums, and vested vacation pay – as described above, SpaceX violated Labor Code sections 201 or 202.

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CIVIL PENALTIES FOR VIOLATION OF THE LABOR CODE AND IWC

WAGE ORDERS

(Labor Code § 558)

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As set forth above, SpaceX failed to provide Mr. Marquez and aggrieved employees compliant meal periods and/or rest periods and failed to pay premium wages owed and failed to pay all overtime compensation owed as a result of its policies and practices that prevented Mr. Marquez and aggrieved employees from taking compliant meal and rest breaks. Additionally, SpaceX’s practices and policies required additional travel time from the entrance of the SpaceX premises to the point of clocking in where employees were subject to the employer’s control, such that Mr. Marquez and other non-exempt employees were not paid for all time actually worked. Accordingly, Mr. Marquez, on behalf of aggrieved employees, will seek to recover civil penalties under Labor Code section 558.

CONCLUSION

The allegations set forth herein are supported by, among other things, records and documents from Mr. Marquez's employment with SpaceX, including wage statements, and Mr. Marquez's confirmation of SpaceX's unlawful practices and policies. As a result of the foregoing violations, Mr. Marquez is entitled to file a Complaint and invoke the protections of PAGA. Mr. Marquez has placed SpaceX on notice by mailing a certified copy of this notice to its corporate headquarters and/or authorized agents.

Very truly yours,

BOUCHER LLP

By: _____

Alexander Gamez, Esq.

AG:mw

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c/o Agent for Service of Process
CSC – Lawyers Incorporating Services
2710 Gateway Oaks Drive, Suite 150N
Sacramento, California 95833



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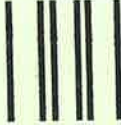
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