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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE COUNTY – COMPLEX DIVISION

JOHN MALDONADO, JR., an individual,	)	Case No. 30-2020-01164707-CU-OE-CXC
GREGORY MARATAS, an individual,	)	
BERNARDO SANDOVAL, an individual,	)	Assigned for all purposes to the Honorable
HOANG THI NGUYEN, an individual, and on	)	Peter J. Wilson
behalf of all Aggrieved Employees as a Private	)	
Attorney General	)	SECOND AMENDED COMPLAINT
	)	
Plaintiff,	)	VIOLATION OF PRIVATE ATTORNEYS
	)	GENERAL ACT, LABOR CODE §2699
	)	(PAGA)
	)	
V.	)	
	)	
	)	Demand for Jury Trial
	)	
ALUMINUM PRECISION PRODUCTS, INC.,	)	
A CALIFORNIA CORPORATION; and DOES	)	
1 through 50, inclusive,	)	
	)	
Defendants.	)	
	)	
	)	
	)	

1 Plaintiffs John Maldonado, Gregory Maratas, Bernardo Sandoval and Hoang Thi Nguyen
2 (“Plaintiffs”) bring this representative action against Defendants ALUMINUM PRECISION
3 PRODUCTS, INC. and Does 1 through 50, inclusive (collectively “Defendants/EMPLOYER”),
4 on behalf of themselves individually and all other aggrieved employees employed by Defendants
5 throughout California.

6 Plaintiffs John Maldonado, Gregory Maratas, Bernardo Sandoval and Hoang Thi
7 Nguyen, individually and on behalf of other aggrieved employees, hereby allege as follows:

8 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

9 1. By this complaint, Plaintiff brings this case as a representative action seeking
10 penalties for the State of California in a representative capacity, as provided for by the Private
11 Attorneys General Act ("PAGA"), Labor Code section 2698 et seq., to the extent permitted by
12 law, as an Aggrieved Employee who was employed by Defendant and subject to alleged
13 violations set forth in Labor Code section 2699.5. Plaintiffs specifically alleged the following in
14 their notices to the Labor Workforce Development Agency ("LWDA") and the employer: Labor
15 Code sections 1198 (work conditions, such as excessive heat) and Labor Code section 2802
16 (failure to reimburse for necessary business expenses) as well as the violation of the California
17 WARN Act as well as Amended PAGA notices dated March 29, 2021, May 3, 2021 and June 9,
18 2021, attached herein as Exhibits 1, 2 and 3.

19 2. Defendants maintain and operate a manufacturing plant in California.

20 3. Through this action, Plaintiffs are alleging that Defendants have engaged in a
21 systematic pattern of wage and hour violations under the California Labor Code (“Labor Code”)
22 and Industrial Welfare Commission ("IWC") Wage Orders.
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24 4. Plaintiffs are informed and believe, and thereon alleges, during the relevant time
25 period, Defendants had a consistent policy of violating state wage and hour laws by, among other
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things. The term “Relevant Time Period” or “Time Period” is defined as one (1) year prior to the filing of PAGA Notice (dated July 28, 2020) in this matter through the present. Plaintiffs reserve the right to amend this Complaint to reflect a different “Time Period” or modify the definition of “Aggrieved Employees” as further discovery is conducted.

5. Plaintiffs are informed and believe, and thereon allege, that Defendants have increased their profits by violating state wage and hour laws by, among other things:

- a) Failing to reimburse business expenses, Labor Code section 2802;
- b) Excessive heat and work condition violations, Labor Code section 1198;
- c) Violation of the California WARN Act; under California Labor Code §§ 1400 et seq.
- d) Failure to provide timely and/or uninterrupted off-duty meal periods, off the clock work;
- e) Failure to provide accurate wage statements and to keep required time and payroll records; Labor Code §§ 226 and 226.3 (failure to provide complete and accurate itemized wage statements) and Labor Code §§ 1174 and 1174.5 (failure to maintain accurate records);
- f) Failure to pay last paycheck on time, waiting time penalties under Labor Code Sections 201- 203;
- g) Failure to provide safe and healthful work environment; Violation of Labor Code section 6401 by failing to have a proper injury and illness prevention policies in place;
- h) Failure to comply with Labor Code section 6409.6; COVID 19 workplace exposure notice;
- i) Failure to provide clean drinking water; Labor Code § 2441.

6. Plaintiffs bring this representative action against Defendants on behalf of themselves and other aggrieved employees to recover, among other things, civil penalties,

attorney's fees and costs and expenses pursuant to the Private Attorneys General Act of 2004, Labor Code §§ 2698, et seq. ("PAGA").

7. Plaintiffs, individually and on behalf of all Aggrieved Employees, seek relief against Defendant for: (1) its failure to reimburse business expenses pay all wages due for use of personal vehicles to discharge work duties; (2) its failure to provide a work environment at a temperature with reasonable comfort and (3) its violation of the California WARN Act, under California Labor Code §§ 1400 et seq.; (4) Failure to provide timely and/or uninterrupted off-duty meal periods, off the clock work; (5) Failure to provide accurate wage statements and to keep required time and payroll records; Labor Code §§ 226 and 226.3; (6) Labor Code §§ 1174 and 1174.5 (failure to maintain accurate records); (7) Failure to pay last paycheck on time, waiting time penalties under Labor Code Sections 201- 203; (8) Failure to provide safe and healthful work environment; Violation of Labor Code section 6401 by failing to have a proper injury and illness prevention policies in place; (9) Failure to comply with Labor Code section 6409.6; COVID 19 workplace exposure notice; (10) Failure to provide clean drinking water; Labor Code § 2441; (11) Access to shade; (12) Failure to pay for all wages including overtime; (13) Failure to pay reporting time pay; (14) Failure to provide seating; (15) Retaliation for reporting a hazardous condition.

8. Plaintiffs seek penalties in connection with Defendant's Labor Code violations based on Labor Code section 2698 et seq., the Private Attorneys General Act of 2004 (hereinafter "PAGA").

9. At all relevant times herein, Defendant has consistently maintained and enforced against Plaintiffs the above unlawful policies and practices.

10. Plaintiffs bring this representative action seeking monetary relief against Defendants on behalf of themselves and other aggrieved employees to recover, among other

things, penalties, attorney's fees, costs and expenses pursuant to the Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.* ("PAGA").

JURISDICTION AND VENUE

11. This is a Representative Action pursuant to the Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.* ("PAGA") brought on behalf of PLAINTIFFS, JOHN MALDONADO, GREGORY MARATAS, BERNARDO SANDOVAL AND HOANG THI NGUYEN ("PLAINTIFFS") and all others similarly situated who were employed by DEFENDANTS prior to the mass layoff/termination that occurred on or about May 7, 2020.

12. PLAINTIFFs are informed and believe, and thereon allege, that DEFENDANTS owned and operated ALUMINUM PRECISION PRODUCTS, INC. plants located throughout California. At all relevant times herein, DEFENDANTS employed in excess of five hundred (500) full-time employees. As such, DEFENDANTS were required to provide written notice to all such employees at least sixty (60) days prior to any mass layoff/termination pursuant to the Worker's Adjustment and Retraining Notification Act, ("WARN") Act; the California WARN Act under California Labor Code §§ 1400 *et seq.*

13. During the time period between April 1, 2020 when Defendants claim they had a downturn in business and May 7, 2020, when they laid off 83 employees, including PLAINTIFFs, JOHN MALDONADO, GREGORY MARATAS and BERNARDO SANDOVAL, they had at least 30 days to give notice to employees but chose to give them ZERO notice on May 7, 2020. 83 of DEFENDANTS' employees were subjected to a mass layoff/termination. As no exigent or unforeseeable circumstances exist, DEFENDANTS were required to provide at least sixty (60) days' written notice of this mass layoff/termination, but failed to do so. Furthermore, on or about October 22, 2021, once again, Defendants laid off

1 approximately 50 additional employees without notice, including PLAINTIFF, HOANG THI
2 NGUYEN.

3 14. The failure to provide at least sixty (60) days' written notice prior to the mass
4 layoff/termination is a violation of the California WARN Act under California Labor Code §§
5 1400 et seq. The monetary relief sought by Plaintiffs exceeds the minimal jurisdictional limits
6 of the Superior Court and will be established according to proof at trial.

7 15. The Superior Court has jurisdiction over this action pursuant to the California
8 Constitution, Article VI, § 10, which grants the Superior Court original jurisdiction in all cases
9 except those given by statutes to other courts. The statutes under which this action is brought do
10 not specify any other basis for jurisdiction.

11 16. The Superior Court has jurisdiction over all Defendants because, upon
12 information and belief, Defendants' principal place of business is in California, County of
13 Orange and have sufficient minimum contacts in California or otherwise intentionally avail
14 themselves of the California market so as to render the exercise of jurisdiction over them by the
15 California courts consistent with traditional notions of fair play and substantial justice.

16 17. Venue is proper in the Superior Court because, upon information and belief,
17 Defendants transact business or have at least one facility in this County which encompasses three
18 manufacturing and office buildings. The statutory violations and torts alleged below all took
19 place at the Defendant ALUMINUM PRECISION PRODUCTS, INC. location at Susan Street
20 and Alton Street Santa Ana, California (the "Premises") and other connected facilities owned by
21 DEFENDANT.
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THE PARTIES

18. Plaintiff JOHN MALDONADO is a resident of County of Orange, State of California. Plaintiff GREGORY MARATAS is a resident of Orange County. Plaintiff BERNARDO SANDOVAL is a resident of County of Orange, State of California. Plaintiff HOANG THI NGUYEN is a resident of County of Orange, State of California. Plaintiffs are informed and believe, and thereon allege, that Defendants are corporations doing business throughout the State of California, and at all times hereinafter mentioned, an employer as defined in and subject to the California Labor Code and Industrial Welfare Commission ("IWC") Wage Orders, Wage Order 1, specifically, engaged in the manufacturing industry, whose employees are and were engaged throughout this county and the State of California.

19. The true names and capacities, whether individual, corporate, associate, or otherwise, of the Defendants sued herein as Does 1 to 50, inclusive, are currently unknown to Plaintiff, who therefore sues said Defendants by such fictitious names under California Code of Civil Procedure § 474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants designated herein as a Doe is legally responsible in some manner for the unlawful acts referred to herein.

20. Plaintiffs are informed and believes, and based 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 Defendants are legally attributable to the other Defendants. Furthermore, Defendants in all respects acted as the employers and/or joint employers of Plaintiff and the aggrieved employees.

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GENERAL ALLEGATIONS

21. At all relevant times herein, Defendants employed Plaintiffs and other persons as non-exempt employees.

22. Defendants employed Plaintiffs during the relevant time period.

23. Plaintiffs are informed and believe, and thereon allege, that at all times mentioned herein, Defendants were advised by skilled lawyers, employees and other professionals who were knowledgeable about California wage and hour law, employment and personnel practices and the requirements of California.

24. The action primarily arises under the provisions of the California Labor Code, The Private Attorneys General Act of 2004 and various other California Common laws of Contract and tort.

25. JOHN MALDONADO worked for Defendants from January 1995 to May 7, 2020 in various positions. At the time of his abrupt termination his job title was tool crib I and he performed several jobs including driving, shipping, forklift work and receiving and keeping inventory. DEFENDANTS terminated MALDONADO with no notice on May 7, 2020 after 25 years of excellent service and had him escorted out of work. The given reason for said abrupt termination was a down turn in business due to the Corona Virus. GREGORY MARATAS worked for Defendant from 2011 to 2021 as a maintenance planner. BERNARDO SANDOVAL worked for Defendants from April 30, 2012 to May 2020 as a mechanic. HOANG THI NGUYEN worked for Defendants from October 1, 2019 to October 22, 2020 in the press department.

26. Plaintiffs were at all relevant times non-exempt employees, pursuant to California law, and was, accordingly, entitled to all the protections of California law including legally required rest breaks, meal breaks, and overtime.

27. DEFENDANTS violated Wage Order 1 section 15 by not providing work areas of Aggrieved Employees in compliance thereto, which states in pertinent parts:

1 "(a)) The temperature maintained in each work area shall provide reasonable comfort
2 consistent with industry-wide standards for the nature of the process and the work
3 performed.

4 (b) If excessive heat or humidity is created by the work process, the employer shall take all
5 feasible means to reduce such excessive heat or humidity to a degree providing reasonable
6 comfort. ..." (See, e.g., IWC Order 1-2001, section 15. Thereafter, on July 28, 2020, Plaintiff
7 filed a timely charge with the labor work force.

8 28. At all times, during the relevant period Defendants subjected Aggrieved
9 Employees to temperatures in excess of 90 degrees especially in press rooms and production
10 areas. At times, the heat was so unbearable that the safety directors for the Defendants, Wally
11 Kieffer asked Plaintiff John Maldonado to drive his personal vehicle to purchase ice and water
12 for the employees. At no time Defendants reimbursed Plaintiff or any Aggrieved Employees
13 with mileage expenses.

14 29. Similarly, Defendants failed to comply with the safety requirements for work
15 conditions in compliance with Wage Order 1, section 15 because they failed to remedy the
16 excessive heat condition as mandated in Subsection b) "the employer shall take all feasible
17 means to reduce ... excessive heat" created by the work process. Additionally, Defendants failed
18 to provide safe and healthful work environment:

19 Labor Code § 6400 provides that every employer shall furnish employment and a place of
20 employment that is safe and healthful for the employees therein.

21 Labor Code § 6401 provides that every employer shall furnish and use safety devices and
22 safeguards, and shall adopt and use practices, means, methods, operations, and processes which
23 are reasonably adequate to render such employment and place of employment safe and healthful.
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1 Every employer shall do every other thing reasonably necessary to protect the life, safety,
2 and health of employees.

3 Labor Code § 6402 provides that no employer shall require or permit any employee to go or
4 be in any employment or place of employment which is not safe and healthful.

5 30. Defendants also violated Labor Code Section 6401.7 which requires an employer
6 to have injury illness prevention policies in place.

7 Labor Code section 6401.7 provides:

8 a) Every employer shall establish, implement, and maintain an effective injury prevention
9 program. The program shall be written, except as provided in subdivision (e), and shall include,
10 but not be limited to, the following elements:

11 (1) Identification of the person or persons responsible for implementing the program.

12 (2) The employer's system for identifying and evaluating workplace hazards, including
13 scheduled periodic inspections to identify unsafe conditions and work practices.
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15 (3) The employer's methods and procedures for correcting unsafe or unhealthy conditions
16 and work practices in a timely manner.

17 (4) An occupational health and safety training program designed to instruct employees in
18 general safe and healthy work practices and to provide specific instruction with respect to
19 hazards specific to each employee's job assignment.

20 (5) The employer's system for communicating with employees on occupational health and
21 safety matters, including provisions designed to encourage employees to inform the employer of
22 hazards at the worksite without fear of reprisal.

23 (6) The employer's system for ensuring that employees comply with safe and healthy work
24 practices, which may include disciplinary action.
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1 (b) The employer shall correct unsafe and unhealthy conditions and work practices in a
2 timely manner based on the severity of the hazard.

3 Defendants did not have an injury and illness prevention program that complied with
4 California law, including lacking in training, failing to identify hazards and at times going
5 beyond the norm to conceal hazardous conditions at work in order to avoid costly Workers'
6 Compensation claims or risking an inspection from OSHA.

7 31. Furthermore, Defendants have violated other aspects of providing a safe work
8 environment including failing to take any actions to keep the work place safe or identify hazards
9 such as COVID19. For example, Aggrieved Employees at APP were forced to congregate near
10 the clock/punch machines to clock in or out because Defendants had not installed enough clock
11 machines. Moreover, Scott Saddle, a high-level vice president of the company told employees
12 during a meeting that "COVID is not real." Defendants also failed to provide clean drinking
13 water for the Aggrieved Employees, such as at times forcing several employees to drink water
14 out of a cooler subject to contaminating the water container which was brought to their attention
15 by Plaintiff, John Maldonado before his termination. These unsafe conditions resulted in several
16 Aggrieved Employees to suffer from contracting COVID in 2020 and beyond.

17 33. On or about May 7, 2020, DEFENDANT terminated Plaintiff's employment
18 claiming his job was eliminated and that they had done all they could to cut costs to avoid the
19 mass lay off. However, Plaintiff had been employed by DEFENDANT for 25 years and was not
20 one of the top wage earners. In fact, he earned much less than several other employees and
21 covered several jobs which in fact saved DEFENDANT money. DEFENDANT added insult to
22 injury by claiming his job was a luxury and was not needed. In fact, several times Plaintiff was
23 asked to drive his own car to buy ice and water for the employees who worked in the press room
24 and were suffering from too much heat. Defendant terminated Plaintiff Gregory Maratas and
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that of Bernardo Sandoval's employment in the same lay off as John Maldonado in May 2021 and told them the same thing, i.e. "You have no job because of COVID." However, by October 2020, when Defendant terminated Plaintiff Hoang Thi Nguyen's employment, Defendant had more than 60 days to advise the group of 50 employees including Hoang Thi Nguyen by giving them proper notice under the WARN Act but it did not, thereby violating the WARN Act once again. In fact, Defendant had already planned the second lay off weeks prior to the termination, by planning to coerce the employees to sign meal waivers and sign an unidentified stand-alone signature page to what seems to be an invalid arbitration agreement.

34. Plaintiffs are unaware of the true names and capacities of defendants sued herein, Does 1 through 50, inclusive, and, therefore, sue these defendants under such fictitious names. Plaintiffs will seek leave of court to amend this Complaint to name such defendants when their true names and capacities have been ascertained. Plaintiffs are informed and believe, and on that basis alleges, that each of the fictitiously named defendants is in some manner responsible for the acts and omissions herein alleged.

35. Plaintiffs are informed and believe, and thereon allege, that at all times herein mentioned, each of the defendants herein was the agent, servant, licensee, employee or alter ego, of each of the remaining defendants, and was at all times herein mentioned acting within the course and scope of said relationship. Plaintiffs are further informed and believe, and thereon allege, that at all times herein mentioned, each business or corporate employer, through its officers, directors and managing agents, and each individual defendant, including without limitation, DEFENDANT had advance knowledge of the wrongful conduct of said agents, servants, licensees, employees and alter egos, and allowed said wrongful conduct to occur and continue to occur, thereby ratifying said wrongful conduct, with a conscious disregard of the rights and safety of persons such as Plaintiffs, and after becoming aware of their wrongful

conduct, each corporate defendant by and through its officers, directors and managing agents, and each individual defendant, including Defendants authorized and ratified the wrongful conduct herein alleged.

36. Plaintiffs were at all times employed by the Defendant and Does 1-50 at the Premises. These Defendants will hereinafter, at times, be referred to collectively as ‘The Employer Defendants’.

37. Under Labor Code section 2699.3, subdivision (a), a Plaintiffs may bring a cause of action under PAGA only after giving the Labor Workforce Development Agency ("LWDA") and the employer notice of the Labor Code sections alleged to have been violated, and after receiving notice from the LWDA of its intention not to investigate, or after 65 days have passed without notice from the LWDA.

38. On July 28, 2020, prior to the filing of the original complaint, Plaintiff gave written notice of the specified provisions alleged to have been violated, including the facts and theories to support the alleged violations, as required by Labor Code section 2699.3. Thereafter, on March 29, 2021, and May 3, 2021, Plaintiff gave written notice of the additional specified provisions alleged to have been violated, including the facts and theories to support the alleged violations, as required by Labor Code section 2699.3. These written notices were served either directly on Defendants’ counsel (per agreement of the parties) and/or by certified mail to Defendant(s), and to the LWDA by electronically filing the notice via the Department of Industrial Relations website. The Amended PAGA notice of June 9, 2021 was also filed electronically with the LWDA on June 10, 2021 as well as “DOSH” concurrently on <https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html> which states: (“Other Filing Information [second bullet point]: Filing an item with the LWDA through this online system also constitutes filing with the Division of Occupational Safety and

Health (“Cal-OSHA) of any notice or other document required to be filed with that agency pursuant to subdivision (b) of Labor Code Section 2699.3.”).

39. On or about May 18, 2021 Plaintiff also served via mail a copy of all PAGA notices previously filed electronically with the LWDA and DOSH. Moreover, on June 14, 2021 Plaintiff also served DOSH and Employer Defendant via certified mail a copy of all PAGA notices previously filed electronically with the LWDA and DOSH. On June 21, 2021, DOSH responded via mail that it will advise of any inspections conducted at Employer Defendant’s premises and notify Plaintiffs of any results of the inspection. On September 29, 2021, DOSH mailed a letter to Plaintiff’s counsel advising that DOSH has not issued a citation. Plaintiffs have served these above referenced notices to and from DOSH with the LWDA electronically. A true and correct copy of Plaintiffs’ amended notices dated March 29, April 30, May 3, 2021 and June 9, 2021 to the LWDA, DOSH and Defendant(s) are attached herein as Exhibits 1, 2, 3, 4. A true and correct copy of the notices to and from DOSH mentioned herein are attached as Exh. 5.

FIRST CAUSE OF ACTION FOR PRIVATE ATTORNEYS’ GENERAL ACT

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

40. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as though fully set forth herein.

41. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency (“LWDA”) or any of its departments, divisions, commissions, boards, agencies, or employees for violation of the code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of him or herself and other current or former employees pursuant to the procedures specified in Labor Code § 2699.3.

1 42. The IWC working condition requirements are codified by Labor Code section
2 1198, which provides that "the standard conditions of labor fixed by the [industrial welfare]
3 commission shall be the ... standard conditions of labor for employees. The employment of any
4 employee ... under conditions of labor prohibited by the [IWC] order is unlawful." As such, a
5 violation of this statutory requirement supports an action for civil penalties under PAGA, with
6 penalties based on Labor Code section 2699(f); \$100 for each aggrieved employee per pay
7 period for the initial violation, and \$200 for each aggrieved employee per pay period for each
8 subsequent violation and attorneys' fees available under section 2699(g).

9 43. Defendants' conduct violates numerous Labor Code sections including, but not
10 limited to, the following:

11 a) Failing to reimburse business expenses, for mileage expense, cost and
12 reimbursement of uniform and use of personal cell phone, Labor Code section 2802;

13 b) Excessive heat and work condition violations, Wage Order 1, section 15 and
14 Labor Code section 1198;

15 c) Violation of the California WARN Act; under California Labor Code §§ 1400 et seq.;

16 d) Failure to provide timely and/or uninterrupted off-duty meal periods, off the clock
17 work;

18 e) Failure to provide accurate wage statements and to keep required time and payroll
19 records; Labor Code §§ 226 and 226.3 (failure to provide complete and accurate itemized wage
20 statements) and Labor Code §§ 1174 and 1174.5 (failure to maintain accurate records);

21 f) Failure to pay last paycheck on time, waiting time penalties under Labor Code
22 Sections 201- 203;

23 g) Failure to provide safe and healthful work environment; Violation of Labor Code
24 section 6401 by failing to have a proper injury and illness prevention policies in place;
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h) Failure to comply with Labor Code section 6409.6; COVID 19 workplace exposure notice;

i) Failure to provide clean drinking water; Labor Code § 2441 and California. Code of Regulations title 8, Section 3395(c);

j) Violation of Labor Code § 204, 510, 1194, 1197, and 1198 by failing to pay for all hours worked, including minimum wages, straight time wages and overtime wages;

k) Violation of Labor Code § 226.7, 512 and applicable Wage Orders by failing to provide meal periods;

l) Violation of California Code of Regulations title 8, Section 3395(d) and (i) for failure to provide access to shade and failure to implement heat illness prevention plan;

m) Violation of Labor Code § 6310 for retaliation for complaining about occupational safety hazards.

44. Plaintiffs are “aggrieved employees” because they were employed by the alleged violator during the relevant period and had one or more of the alleged violations committed against them, and therefore are properly suited to represent the interests of all other aggrieved employees.

45. Plaintiffs have exhausted the procedural requirements under Labor Code § 2699.3 and are therefore able to pursue a claim for penalties on behalf of themselves and all other aggrieved employees under PAGA.

46. Pursuant to Labor Code §§ 2699(a) and (f), 2699.3, and 2699.5, Plaintiffs and all other aggrieved employees are entitled to recover civil penalties against Defendants for violations of the above-cited sections of the Labor Code.

47. The California Supreme Court has held that a representative action does not need to meet the class certification requirements because it is strictly a state enforcement action. *Arias v. Superior Court*, 46 Cal.4th 969, 970-75 (2009).

48. Defendants' conduct, as alleged herein, has been and continues to be unfair, unlawful, and harmful to Plaintiffs and the general public. Plaintiffs therefore seeks to enforce important rights affecting the public interest within the meaning of section 1021.5 of the California Code of Civil Procedure.

49. Plaintiffs, as representative of the people of the State of California, will seek any and all penalties otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes each of the following, as set forth in Labor Code section 2699.5, which provides that section 2699.3(a) applies to any alleged violation of the following provisions: Sections 2802, 1400 and 1194.

50. Plaintiffs, as personal representatives of the general public, will and do seek to recover any and all penalties for each and every violation shown to exist or to have occurred during the Relevant Time Period, in an amount according to proof, as to those penalties that are otherwise only available to public agency enforcement actions. Funds recovered will be distributed in accordance with the PAGA, with at least 75% of the penalties recovered being reimbursed to the LWDA.

51. Labor Code section 2699.3(a) states in pertinent part: “A civil action by an aggrieved employee pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision listed in Section 2699.5 shall commence only after the following requirements have been met: (1) (A) The aggrieved employee or representative shall give written notice by online filing with the Labor and Workforce Development Agency and by certified mail to the employer of the specific provisions of this code alleged to have been violated, including the facts and theories to support the alleged violation.”

1 52. Labor Code §2699.3(c)(1) states in pertinent part: “A civil action by an
2 aggrieved employee pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of
3 any provision other than those listed in Section 2699.5 or Division 5 (commencing with
4 Section 6300) shall commence only after the following requirements have been met: (1) (A)
5 The aggrieved employee or representative shall give written notice by online filing with the
6 Labor and Workforce Development Agency and by certified mail to the employer of the
7 specific provisions of this code alleged to have been violated, including the facts and theories
8 to support the alleged violation.”

9 53. Here, Plaintiff’s civil action alleges violations of provisions listed in Labor
10 Code section 2699.5 and violations of provisions other than those listed in Section 2699.5. As
11 such, Labor Code sections 2699.3(a) and 2699.3(c) apply to this action.

12 54. Labor Code §2699.3(a) further states in pertinent part: “(2)(A) The agency shall
13 notify the employer and the aggrieved employee or representative by certified mail that it does
14 not intend to investigate the alleged violation within 60 calendar days of the postmark date of
15 the notice received pursuant to paragraph (1). Upon receipt of that notice or if no notice is
16 provided within 65 calendar days of the postmark date of the notice given pursuant to
17 paragraph (1), the aggrieved employee may commence a civil action pursuant to Section
18 2699.”

19 55. As of August 26, 2021 (more than 65 calendar days after the June 9, 2021,
20 Fourth Amended PAGA notice was filed online), Plaintiffs had not received any notification
21 that the LWDA intended to investigate the alleged violations. As such, Plaintiffs have
22 complied with Labor Code section 2699.3(a) and have been authorized therefrom to commence
23 a civil action which includes a cause of action pursuant to Labor Code section 2699.

24 56. Further, as of June 6, 2021 (33 calendar days after Plaintiff’s May 3, 2021,
25 2021, Third Amended PAGA notice was served on Employer Defendants’ counsel and/or
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1 Employer via certified mail, and more than 33 calendar days after Plaintiff's April 30, 2021
2 and March 29, 2021 Amended PAGA Notices), Plaintiff had not received from Employer
3 Defendants written notice by certified mail that the alleged violations have been cured,
4 including a description of actions taken. As of August 26, 2021, the date of filing the First
5 Amended Complaint, Plaintiff had not received from Employer Defendants written notice by
6 certified mail that the alleged violations have been cured, including a description of actions
7 taken. As such, Plaintiff has complied with Labor Code section 2699.3(c) and has been
8 authorized therefrom to commence a civil action which includes a cause of action pursuant to
9 Labor Code section 2699.

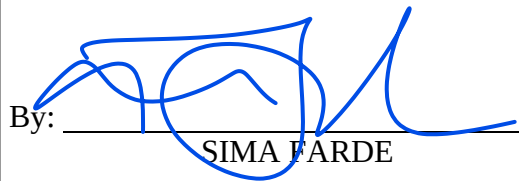
10 57. Moreover, since the DOSH letter dated September 29, 2021 stating that no
11 citation was issued, and several months since PAGA notices were filed online and served
12 electronically onto the Division of Occupational Safety and Health ("DOSH") website shared
13 with the LWDA), Plaintiffs had not received any notification that the DOSH issued a citation
14 or notice to Employer Defendants for the alleged Cal OSHA violations. Since the September
15 29, 2021 notice by DOSH that no citation is issued was also served electronically onto the
16 LWDA website on November 4, 2021, all notice requirements have been met. As such,
17 Plaintiffs have complied with Labor Code section 2699.3(b)(1) and have been authorized
18 therefrom to commence a civil action which includes civil penalties for violations of Cal
19 OSHA.

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21 WHEREFORE, Plaintiffs pray for judgment against Defendants, and each of them, as
22 follows:

- 23 1. PAGA Penalties;
24 2. For attorney's fees section 2699(g), according to proof except those claims that allow
25 them;
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3. For interest at the legal rate of 10% per annum;
4. Cost of suit and,
5. For such other and further relief as the Court deems just and proper.

Dated: November 17, 2021

By:  _____
SIMA FARDE

Attorneys for Plaintiff JOHN MALDONADO, JR., GREGORY MARATAS, BERNARDO SANDOVAL AND HOANG THI NGUYEN

S • F
LAW OFFICES OF SIMA FARDE
23 CORPORATE PLAZA, STE. 150
NEWPORT BEACH, CA 92660

TEL: (949) 476-7006

July 28, 2020

VIA ELECTRONIC FILING

The Labor Workforce Development Agency
California Office
Department of Industrial Relations
Accounting Unit
455 Golden Gate Ave, 10th Floor
San Francisco, CA 94102

Re: John Maldonado, Jr. v. Aluminum Precision Products, Inc.

LWDA-CM -
800478-20

Dear Sir/Madam:

Please consider this a request pursuant Labor Code section 2699.3 that the Labor and Workforce Development Agency investigate the violations. We intend to file a lawsuit and seek civil penalties under the Labor Code Private Attorney General Act (PAGA) against Aluminum Precision Products, Inc. and any affiliates, (hereinafter referred to as "APP"). Our office represents the above-named Aggrieved Employee, John Maldonado, Jr.

Mr. Maldonado intends to bring a PAGA representative action, alleging violations of the Labor Code and Industrial Welfare Commission (IWC) Order (Wage Order No. 1). We wish to seek penalties in the suit on behalf of the Aggrieved Employee and others similarly situated. The Aggrieved Employee's allegations include, but are not limited to, violations of the statutes set forth below. We reserve the right to add or replace Aggrieved Employee representatives as long as doing so would serve the best interests of the PAGA action.

APP is an Orange County based company engaged in manufacturing metal parts, primarily, aluminum sheets for the aerospace industry. They have been around for a long time and will remain to prosper because of the strong presence of the aerospace industry in California

Sima Farde, Esq.
Law Offices of Sima Farde

and Orange County.

APP has its headquarters in Santa Ana, Orange County with production in Susan Street and Alton which are within a walking distance of each other.

John Maldonado worked for APP from January 17, 1995 until the date of his lay off on May 7, 2020. He worked in various positions and completed several tasks including tool repair, shipping and receiving, inventory and driving amongst other things. His final job title was “tool crib I.”

I. The WARN ACT Violation

On May 7, 2020 John Maldonado was abruptly escorted off the premises after being informed that he was laid off. He was handed some papers about the layoff, allegedly being a mass lay off due to the Corona Virus. The letter stated that he was given “**no notice**” because it was not possible to provide any notice to him “the reduced revenue as a result of the COVID-19 pandemic.” The letter added “Your position is among those eliminated.”

John Maldonado, however is aware that his position was not subject to elimination as stated by the company because it was a pretext to lay off older employees. Moreover, APP did not meet the requirements of the WARN Act, nor did it meet the exemptions under the Executive Order provided by the California Governor. APP had known about the down turn in business as early as early April and yet kept several of the duplicative clerical positions without reduction.

Therefore, John Maldonado as the Aggrieved Employee and 82 others have a claim under PAGA for the same violations under Labor Code section 1401(a)-(c) for loss of benefits, back pay and attorney’s fees. APP at no time requested the DIR to grant an exemption to comply with the notice requirement.

II. Failure to Reimburse Work Related Expenses

APP required the Aggrieved Employee, John Maldonado, Jr. and others similarly situated, to use their personal vehicles for work related activities as directed by supervisors and at times the health and safety director, Wally Keiffer, without reimbursement under Labor Code section 2802 and Wage Order 1, Manufacturing.

II. Temperature and Heat Conditions

As stated above, part of the production line at APP relates to pressing aluminum sheets at high temperatures. This work is done in the press room where temperatures can get over 120 degrees in the summer time. APP has no air conditioning, although it could install such cooling devices. Instead, APP has resorted to just sending people to get ice and water for the employees in the press room. Moreover, the press room is not the only place that is exposed to high heat work conditions.

IWC orders contain a section on "Temperature," that provides, among other things: "(a) The temperature maintained in each work area shall provide reasonable comfort consistent with industry-wide standards for the nature of the process and the work performed. (b) If excessive heat or humidity is created by the work process, the employer shall take all feasible means to reduce such excessive heat or humidity to a degree providing reasonable comfort. ..." (See, e.g., IWC Order 1-2001, section 15.)

Subsection (b) provides an enforceable requirement -- "the employer shall take all feasible means to reduce ... excessive heat" created by the work process. It goes without saying that temperatures over 100 are excessive:

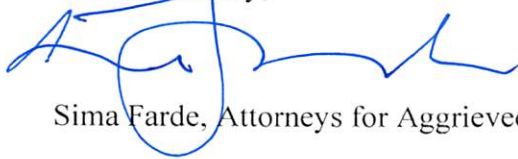
Whether (1) the heat at the workplace created by the work process is "excessive," (2) there are "feasible means" to reduce the heat created by the work process, (3) what measures, if any, were taken by the employer to the excessive heat to a level that provides the workers with reasonable comfort.

These IWC working condition requirements are codified by Labor Code section 1198, which provides that "the standard conditions of labor fixed by the [industrial welfare] commission shall be the ... standard conditions of labor for employees. The employment of any employee ... under conditions of labor prohibited by the [IWC] order is unlawful." As such, a violation of this statutory requirement supports an action for civil penalties under PAGA, with penalties based on Labor Code section 2699(f) -- \$100 for each aggrieved employee per pay period for the initial violation, and \$200 for each aggrieved employee per pay period for each subsequent violation -- and attorneys' fees available under section 2699(g).

While the Aggrieved Employee did not work in the press room on a regular basis, he did work in other parts of the production line at times where he was subjected to the same work conditions. Moreover, the Aggrieved Employee can represent others with their own claims which the Aggrieved Employee may not personally have.

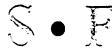
We continue to investigate additional claims against APP and reserve the right to amend this notice.

Yours Sincerely,



Sima Farde, Attorneys for Aggrieved Employee

Service by Certified Mail C/O Gregory S. Keeler, APP, 3333 W. Warner Ave. Santa Ana, CA 92704



LAW OFFICES OF SIMA FARDE
23 CORPORATE PLAZA, STE. 150
NEWPORT BEACH, CA 92660

TEL: (949) 476-7006

March 29, 2021

VIA ELECTRONIC FILING

The Labor Workforce Development Agency
California Office
Department of Industrial Relations
Accounting Unit
455 Golden Gate Ave, 10th Floor
San Francisco, CA 94102

Re: **Amendment to PAGA Notice John Maldonado, Jr. v. Aluminum Precision Products, Inc., LWDA-CM-800478-20**

Dear Sir/Madam:

Please consider this as notice of request to amend the previous notice, file No. LWDA-CM-800478-20 pursuant Labor Code section 2699.3 that the Labor and Workforce Development Agency investigate the violations. As stated in our letter dated July 28, 2020, we have filed a lawsuit in Orange County Superior Court, Case No. 30-2020-01164707-CU-OE-CXC, a copy of which is attached electronically. In this suit we have sought civil penalties under the Labor Code Private Attorney General Act (PAGA) against Aluminum Precision Products, Inc. and any affiliates. (hereinafter referred to as "APP"). Our office represents the above-named Aggrieved Employee, John Maldonado, Jr.

Mr. Maldonado's PAGA representative action, alleged violations of the Labor Code and Industrial Welfare Commission (IWC) Order (Wage Order No. 1). We sought penalties in the suit on behalf of the Aggrieved Employee and others similarly situated. The Aggrieved Employee's allegations included, but not limited to, violations of the statutes set forth below.

meal period before the end of the fifth hour. In addition, APP willfully failed to keep required payroll records showing the actual hours worked and raw data time punches on a daily basis by the Aggrieved Employee. These failures did not solely affect the Aggrieved Employee mentioned above, but also affected other employees.

III. Failure to Maintain Records and Furnish in a Timely Manner

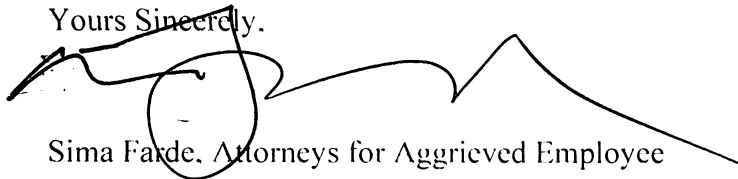
As for the named Aggrieved Employee, APP has violated Labor Code section 226(f) allowing a current or former employee to recover a \$750.00 penalty if the employer fails to comply within 21 calendar days of the request to furnish all records as required by section 226(c). The Aggrieved Employee sought said records from APP and did not receive them in a timely manner.

IV. Failure to Pay Last Paycheck on Time, Waiting Time Penalties LC Section 203

APP terminated the employment of Aggrieved Employee, John Maldonado on May 7, 2020 without having paid all wages due and meal penalties due as well as other Aggrieved Employees who were terminated or laid off in the relevant period from July 28, 2019 to the present. This was in violation of Labor Code section 203.

We continue to investigate additional claims against APP and reserve the right to amend this notice.

Yours Sincerely,

A handwritten signature in black ink, appearing to read 'Sima Farde', with a long horizontal flourish extending to the right.

Sima Farde, Attorneys for Aggrieved Employee

Enc. Summons and Complaint (Conformed)

cc APP @ Santa Ana

Service by Email on Counsel for APP, Ronda Jamgotchian, Sheppard Mullin LLP

I. Unlawful Failure to Provide Timely and/or Uninterrupted Off-Duty Meal and Rest Periods, Off the Clock Work

Our recent investigations revealed that APP has been in violation of California law with respect to meal periods, Labor Code sections, 512, 226.7, 204, 203, 558. The violations stem mostly from but not limited to rounding of time punches for Aggrieved Employees. These rounding punches apply to clocking in and out including clocking out for meal periods. As such, due to the practices employed by APP and its time keeping system, Aggrieved Employees have been deprived of the meal period premium pay for a missed or shortened meal period. See *Donahue v. AMN Services, LLC* (2021) 29 Cal.App. 5th 1068. California Labor Code requires employees to furnish employees with "premium pay" in the form of up to one additional hour of pay for any missed meal or rest break.

Furthermore, aside from the rounding of the time punches, Aggrieved Employees of APP were forced to wait anywhere from two to ten minutes to punch out for their meal periods because APP had not installed enough time punch/finger print machines, causing the meal periods to be untimely and in violation of Labor Code sections listed above. In addition to waiting to clock out for meal periods, employees who were required to wear protective gear, such as goggles, gloves and hard hats needed to take them off before walking over to the clock machine which took approximately 3-5 minutes for such donning/doffing. APP has not compensated employees for these periods which are considered work hours.

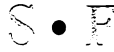
Additionally, employees were advised to show up 7.5 minutes to ten minutes early for their shifts and were given a vague explanation about the system and something about 15 minutes rounding.

With respect to this lawsuit, my office propounded discovery on APP's attorneys on November 23, 2020 seeking time punch records for John Maldonado and other Aggrieved Employees. After three months of delay and endless objections, APP produced rounded time punches for Mr. Maldonado and has yet to produce the raw data showing the actual punches.

II. Failure to Provide Accurate Wage Statements and to Keep Required Time and Payroll Records

The Aggrieved Employee alleges, on his own behalf and on behalf of those similarly situated, the following violations of the California Labor Code: Labor Code §§ 226 and 226.3 (failure to provide complete and accurate itemized wage statements) and Labor Code §§ 1174 and 1174.5 (failure to maintain accurate records).

APP intentionally failed to furnish the Aggrieved Employee with timely, itemized statements that accurately reflect the pay period to which a payroll statement applies, as required. The payroll statement or reports do not state the exact number of hours worked due to rounding so that the Aggrieved Employee could decipher the number of hours worked in the period and the corresponding wages earned. Moreover, the wage statements fail to accurately list the meal period violations due to the rounding and the waiting time to clock out to start the



LAW OFFICES OF SIMA FARDE
23 CORPORATE PLAZA, STE. 150
NEWPORT BEACH, CA 92660

TEL: (949) 476-7006

May 3, 2021

VIA ELECTRONIC FILING

The Labor Workforce Development Agency
California Office
Department of Industrial Relations
Accounting Unit
455 Golden Gate Ave, 10th Floor
San Francisco, CA 94102

Re: **Amendment to PAGA Notice John Maldonado, Jr. v. Aluminum Precision Products, Inc., LWDA-CM-800478-20**

Dear Sir/Madam:

Please consider this as notice of request to amend the previous notice, file No. LWDA-CM-800478-20 pursuant Labor Code section 2699.3 that the Labor and Workforce Development Agency investigate the violations. As stated in our letter dated July 28, 2020, we have filed a lawsuit in Orange County Superior Court, Case No. 30-2020-01164707-CU-OE-CXC, a copy of which is attached electronically. In this suit we have sought civil penalties under the Labor Code Private Attorney General Act (PAGA) against Aluminum Precision Products, Inc. and any affiliates, (hereinafter referred to as "APP"). Our office represents the above-named Aggrieved Employee, John Maldonado, Jr.

Mr. Maldonado's PAGA representative action, alleged violations of the Labor Code and Industrial Welfare Commission (IWC) Order (Wage Order No. 1). We sought penalties in the suit on behalf of the Aggrieved Employee and others similarly situated. The Aggrieved Employee's allegations included, but not limited to, violations of the statutes set forth below. We recently amended the PAGA notice to add new claims on March 29, 2021. We neglected to amend to add claims for Labor Code section 6401 which requires an employer to have injury illness prevention policies in place and 6409.6 for COVID 19 workplace exposure notice.

Sima Farde, Esq.
Law Offices of Sima Farde

Labor Code section 6401.7 provides:

a) Every employer shall establish, implement, and maintain an effective injury prevention program. The program shall be written, except as provided in subdivision (e), and shall include, but not be limited to, the following elements:

(1) Identification of the person or persons responsible for implementing the program.

(2) The employer's system for identifying and evaluating workplace hazards, including scheduled periodic inspections to identify unsafe conditions and work practices.

(3) The employer's methods and procedures for correcting unsafe or unhealthy conditions and work practices in a timely manner.

(4) An occupational health and safety training program designed to instruct employees in general safe and healthy work practices and to provide specific instruction with respect to hazards specific to each employee's job assignment.

(5) The employer's system for communicating with employees on occupational health and safety matters, including provisions designed to encourage employees to inform the employer of hazards at the worksite without fear of reprisal.

(6) The employer's system for ensuring that employees comply with safe and healthy work practices, which may include disciplinary action.

(b) The employer shall correct unsafe and unhealthy conditions and work practices in a timely manner based on the severity of the hazard.

(c) The employer shall train all employees when the training program is first established, all new employees, and all employees given a new job assignment, and shall train employees whenever new substances, processes, procedures, or equipment are introduced to the workplace and represent a new hazard, and whenever the employer receives notification of a new or previously unrecognized hazard. An employer in the construction industry who is required to be licensed under Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code may use employee training provided to the employer's employees under a construction industry occupational safety and health training program approved by the division to comply with the requirements of subdivision (a) relating to employee training, and shall only be required to provide training on hazards specific to an employee's job duties.

(d) The employer shall keep appropriate records of steps taken to implement and

maintain the program. An employer in the construction industry who is required to be licensed under Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code may use records relating to employee training provided to the employer in connection with an occupational safety and health training program approved by the division to comply with this subdivision, and shall only be required to keep records of those steps taken to implement and maintain the program with respect to hazards specific to an employee's job duties.

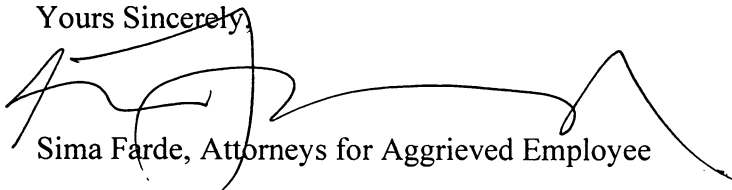
APP did not comply with Labor Code section 6401 in several ways, including but not limited to not reporting unsafe conditions and in fact concealing hazards at the work place. In 2019, at least one Aggrieved Employees suffered injurie sin the press room from hot oil leaking. Additionally, several Aggrieved Employees complained to their supervisors in the press room and production that the excessive heat was not mitigated and that air ducts to remove dust did not alleviate any problems. APP took no action to maintain safety of employees. As well as previous claims asserted for work conditions under labor code section 1198, APP has not complied with training requirements under section 6401.7, nor has it corrected any of the unsafe conditions.

Moreover, APP did not take any actions to keep the work place safe or identify hazards such as COVID. For example, Aggrieved Employees at APP were forced to congregate near the clock machines to clock in or out because APP had not installed enough clock machines. APP did not have a safe way for employees to drink water without contaminating the water container which was brought to their attention. These unsafe conditions resulted in several APP Aggrieved Employees to suffer from contracting COVID in 2020 and beyond.

APP did not comply with Labor Code Section 6409.6 and has not provided proper notice to its employees since this law went into effect.

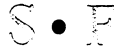
We continue to investigate additional claims against APP and reserve the right to amend this notice.

Yours Sincerely,



Sima Farde, Attorneys for Aggrieved Employee

Service by Email on Counsel for APP, Ronda Jamgotchian, Sheppard Mullin LLP



LAW OFFICES OF SIMA FARDE
23 CORPORATE PLAZA, STE. 150
NEWPORT BEACH, CA 92660

TEL: (949) 476-7006

May 18, 2021

Via Certified Mail

Division of Occupational Safety and Health,
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

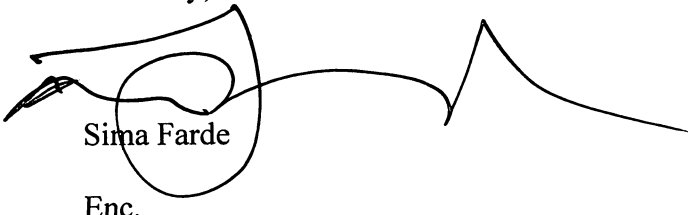
Re: **John Maldonado, Jr. v. Aluminum Precision Products, Inc. ("APP"), Case No. LWDA-
CM-800478-20**

Dear Sir/Madam:

This office represents John Maldonado Jr. in a pending PAGA action which was filed electronically, on or about July 28, 2020, almost a year ago. We have since filed a lawsuit on October 13, 2020 in Orange County Superior Court and amended the PAGA notice twice, on March 30, 2021 and May 3, 2021 to add various labor code violations as well as health and safety issues including sections 6401.7 and 6409.6, of particular interest to your office. Please see attached the four items, including all three PAGA notices which have been served on Counsel of Record, Sheppard Mullin with copies served on APP and the conformed face sheet of the formal complaint filed in OC Superior Court.

Should you have any questions please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Sima Farde', with a large, stylized loop and a long horizontal stroke extending to the right.

Sima Farde

Enc.



LAW OFFICES OF SIMA FARDE
23 CORPORATE PLAZA, STE. 150
NEWPORT BEACH, CA 92660

TEL: (949) 476-7006

June 9, 2021

VIA ELECTRONIC FILING

VIA ONLINE SUBMISSION
Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: **Amendment to PAGA Notice John Maldonado, Jr. v. Aluminum Precision Products, Inc., LWDA-CM-800478-20**

Dear Sir/Madam:

Please consider this as notice of request to amend the previous notices, file No. LWDA-CM-800478-20 pursuant Labor Code section 2699.3 that the Labor and Workforce Development Agency investigate the violations. As stated in our original notice letter dated **July 28, 2020**, on October 13, 2020, we promptly filed a lawsuit in Orange County Superior Court, Case No. 30-2020-01164707-CU-OE-CXC, a copy of which has been uploaded to your website. Please consider this as notice of request to amend the previous notices.

APP is an Orange County based company engaged in manufacturing metal parts, primarily, aluminum sheets for the aerospace industry. They have been around for a long time and will remain to prosper because of the strong presence of the aerospace industry in California, with most of their manufacturing plants in Santa Ana, Orange County. APP has its headquarters in Santa Ana, Orange County with production in Susan Street, Alton and Warner Streets, a few

of which are within a walking distance of each other. The company's Human Resource, accounting and executive branch are based in Santa Ana, Orange County. APP does have a facility in Oxnard where approximately 10% of its workforce are stationed.

John Maldonado worked for APP from January 17, 1995 until the date of his lay off on May 7, 2020. He worked in various positions and completed several tasks including tool repair, shipping and receiving, inventory and driving amongst other things. His final job title was "tool crib I."

Below are additional Aggrieved Employees joining this action with similar or additional claims.

Over the past six months we have propounded several rounds of discovery and taken several depositions of persons most knowledgeable of employer, Aluminum Precision Products, Inc. (hereinafter referred to as "APP). Based on our investigations and witness interviews, we request that you please consider this as notice of request to amend the previous claims asserted as well as mending this notice to add new named Aggrieved Employees. The following are additional Aggrieved Employees joining this action:

Gregory Maratas was employed by APP in the production department as maintenance planner and worked for APP for almost nine years. He was also laid off on May 7, 2021 and is an Aggrieved Employee. Gregory Maratas personally drove his vehicle to locations to work out on the field as directed by APP to discharge his work duties and had to use his personal cell phone to communicate with the company regarding his work, parts needed as well as experiencing occasions when vendors contacted him on his personal cell phone with no reimbursement. APP did not reimburse Mr. Maratas for the use of his personal cell phone to discharge work duties.

Gregory Maratas and all press and production employees (as well as Mr. Maldonado) were required to work the alternative work hours of ten hours per day for four consecutive days, Monday to Thursday. They were also required to work Friday and Saturdays for eight hours but at times due to work load or other emergencies, they were required to work over 8 hours but were not paid double time as required. These Aggrieved Employees, primarily in press and production and all others working in the maintenance department were not given a day off after having worked 4 days for ten hours in a row. At times, some employees were also required to come in on a Sunday to perform miscellaneous duties as required by the company to operate fully. This included, going in on a Sunday to fire up the ovens so that they would be hot enough on Monday morning at 5 a.m. when the work was scheduled to begin. At times, someone would also have to run to the worksite when the alarms had gone off to turn off the alarm. This is a violation of the Wage Order reporting time pay.

The company did not pay any of the employees double time for the fifth and sixth days of work in which the employees worked over 8 hours because at times the employees had to work longer if there was a breakdown. In fact, the company NEVER paid double time in violation of the Wage Order 1. This is in violation of the Wage Order, Statement of Basis,

2001.

Furthermore, APP had a **policy** where the Maintenance Department employees as with many other departments, were not directed to use the clock machine because they did not leave the premises for lunch. Instead, they were asked to sign the back of a time card that stated they had taken a lunch break. APP had never communicated a legally compliant meal break policy that states the employee meal break should be taken before the –fifth hour of work. Often times, the employees could not take a timely 30-minute meal break because they had to complete a job or attend to a breakdown situation. APP knew this policy was illegal because it knew its time clock machines rounded employees' meal breaks punch in and out times to show exactly a 30-minute meal break at the correct time, concealing the violation.

Bernardo Sandoval was employed by APP for approximately nine years as a maintenance worker and is also an Aggrieved Employee. Mr. Sandoval was also laid off in 2020. Bernardo Sandoval also did not receive double pay for overtime on the fifth and sixth days of work when he worked over eight hours. He did not receive meal break penalties for late meal breaks based on APP's unlawful **policy** of not allowing them to clock in and out for meal breaks because they did not leave the premises for lunch.

Hoang-Thi Ho Nguyen was employed by APP for two years and was a press inspector. He was laid off in October 2020. Mr. Nguyen suffered like most other employees working in dusty, smokey and hot work locations. Each time Mr. Nguyen and others complained he was told that APP would be working on this to improve but they did not. Several times the machine that sucked the dust out would break and APP would not repair it immediately, causing the employees to suffer by working in a dust and smoke-filled location.

At times, APP would conceal a major incident such as a fire or oil spewing out on employees near open flames. In fact, recently, the PMK, Health and Safety Director, Wally Kieffer testified he had never heard of such incident in the press room. Other employees recall this incident and describe it as having been "a big deal."

All additional named Aggrieved Employees were subjected to the same unsafe work conditions alleged in the July 28, 2020 notice as well as the amended notices alleging excessive heat, failure to have an injury prevention plan in place or COVID notice, clean water as set forth in Labor Code sections 6400, et seq., especially, sections 6401.7, 6409.6.

We request pursuant Labor Code section 2699.3 that the Labor and Workforce Development Agency investigate the violations. We intend to amend the pending lawsuit to add the following new violations and seek civil penalties under the Labor Code Private Attorney General Act (PAGA) against Aluminum Precision Products, Inc. and any affiliates, (hereinafter referred to as "APP"). Our office represents all of the above-named Aggrieved Employees.

Mr. Maldonado had brought and will add to the pending PAGA representative action,

alleging further violations of the Labor Code and Industrial Welfare Commission (IWC) Order (Wage Order No. 1). The Aggrieved Employee's allegations include, but are not limited to, violations of the statutes set forth below. We reserve the right to add or replace Aggrieved Employee representatives as long as doing so would serve the best interests of the PAGA action.

Mr. Maldonado's PAGA representative action, alleged violations of the Labor Code and Industrial Welfare Commission (IWC) Order (Wage Order No. 1). We sought penalties in the suit on behalf of the Aggrieved Employee and others similarly situated. The Aggrieved Employee's allegations included, but not limited to, violations of the statutes set forth below.

July 28, 2020 Claims Set forth in PAGA Notice

I. The WARN ACT Violation

On May 7, 2020 John Maldonado was abruptly escorted off the premises after being informed that he was laid off. He was handed some papers about the layoff, allegedly being a mass lay off due to the Corona Virus. The letter stated that he was given "**no notice**" because it was not possible to provide any notice to him "the reduced revenue as a result of the COVID-19 pandemic." The letter added "Your position is among those eliminated."

John Maldonado, however is aware that his position was not subject to elimination as stated by the company because it was a pretext to lay off older employees. Moreover, APP did not meet the requirements of the WARN Act, nor did it meet the exemptions under the Executive Order provided by the California Governor. APP had known about the down turn in business as early as early April and yet kept several of the duplicative clerical positions without reduction.

Therefore, John Maldonado as the Aggrieved Employee and 82 others have a claim under PAGA for the same violations under Labor Code section 1401(a)-(c) for loss of benefits, back pay and attorney's fees. APP at no time requested the DIR to grant an exemption to comply with the notice requirement.

II. Failure to Reimburse Work Related Expenses

APP required the Aggrieved Employee, John Maldonado, Jr. and others similarly situated, to use their personal vehicles for work related activities as directed by supervisors and at times the health and safety director, Wally Kieffer, without reimbursement under Labor Code section 2802 and Wage Order 1, Manufacturing.

III. Temperature and Heat Conditions

As stated above, part of the production line at APP relates to pressing aluminum sheets at high temperatures. This work is done in the press room where temperatures can get over 120 degrees in the summer time. APP has no air conditioning, although it could install such cooling

devices. Instead, APP has resorted to just sending people to get ice and water for the employees in the press room. Moreover, the press room is not the only place that is exposed to high heat work conditions.

IWC orders contain a section on "Temperature," that provides, among other things: "(a) The temperature maintained in each work area shall provide reasonable comfort consistent with industry-wide standards for the nature of the process and the work performed. (b) If excessive heat or humidity is created by the work process, the employer shall take all feasible means to reduce such excessive heat or humidity to a degree providing reasonable comfort. ..." (See, e.g., IWC Order 1-2001, section 15.)

Subsection (b) provides an enforceable requirement -- "the employer shall take all feasible means to reduce ... excessive heat" created by the work process. It goes without saying that temperatures over 100 are excessive:

Whether (1) the heat at the workplace created by the work process is "excessive," (2) there are "feasible means" to reduce the heat created by the work process, (3) what measures, if any, were taken by the employer to the excessive heat to a level that provides the workers with reasonable comfort.

These IWC working condition requirements are codified by Labor Code section 1198, which provides that "the standard conditions of labor fixed by the [industrial welfare] commission shall be the ... standard conditions of labor for employees. The employment of any employee ... under conditions of labor prohibited by the [IWC] order is unlawful." As such, a violation of this statutory requirement supports an action for civil penalties under PAGA, with penalties based on Labor Code section 2699(f) -- \$100 for each aggrieved employee per pay period for the initial violation, and \$200 for each aggrieved employee per pay period for each subsequent violation -- and attorneys' fees available under section 2699(g).

While the Aggrieved Employee did not work in the press room on a regular basis, he did work in other parts of the production line at times where he was subjected to the same work conditions. Moreover, the Aggrieved Employee can represent others with their own claims which the Aggrieved Employee may not personally have.

March 29, 2021 Claims Set Forth in PAGA Notice

IV. Unlawful Failure to Provide Timely and/or Uninterrupted Off-Duty Meal Periods, Off the Clock Work

Our recent investigations revealed that APP has been in violation of California law with respect to meal periods, Labor Code sections, 512, 226.7, 204, 203, 558. The violations stem mostly from but not limited to rounding of time punches for Aggrieved Employees. These rounding punches apply to clocking in and out including clocking out for meal periods. As such, due to the practices employed by APP and its time keeping system, Aggrieved Employees have been deprived of the meal period premium pay for a missed or shortened meal period. See *Donahue v. AMN Services, LLC* (2021) 29 Cal.App. 5th 1068. California Labor Code requires

employees to furnish employees with “premium pay” in the form of up to one additional hour of pay for any missed meal or rest break.

Furthermore, aside from the rounding of the time punches, Aggrieved Employees of APP were forced to wait anywhere from two to ten minutes to punch out for their meal periods because APP had not installed enough time punch/finger print machines, causing the meal periods to be untimely and in violation of Labor Code sections listed above. In addition to waiting to clock out for meal periods, employees who were required to wear protective gear, such as goggles, gloves and hard hats needed to take them off before walking over to the clock machine which took approximately 3-5 minutes for such donning/doffing. APP has not compensated employees for these periods which are considered work hours.

Additionally, employees were advised to show up 7.5 minutes to ten minutes early for their shifts and were given a vague explanation about the system and something about 15 minutes rounding.

Employees to take timely and duty-free rest periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendant authorizing and permitting them to take a 10 minute, continuous and uninterrupted, rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not authorized or permitted. Defendant did not adequately inform Plaintiff and the Aggrieved Employees of their right to take a rest period. As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including overtime.

LWDA As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

With respect to this lawsuit, my office propounded discovery on APP’s attorneys on November 23, 2020 seeking time punch records for John Maldonado and other Aggrieved Employees. After three months of delay and endless objections, APP produced rounded time punches for Mr. Maldonado and only produced the raw data showing the actual punches after a motion to compel was granted, still showing meal periods being rounded.

V. Failure to Provide Accurate Wage Statements and to Keep Required Time and Payroll Records

The Aggrieved Employee alleges, on his own behalf and on behalf of those similarly situated, the following violations of the California Labor Code: Labor Code §§ 226 and 226.3 (failure to provide complete and accurate itemized wage statements) and Labor Code §§ 1174 and 1174.5 (failure to maintain accurate records). APP failed to maintain accurate records of hours worked because of donning, doffing and rounding of meal periods.

Plaintiff seeks penalties under Labor Code § 1174(d). Pursuant to Labor Code § 1174.5,

any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Defendant, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by Plaintiff and the Aggrieved Employees.

Defendant's failure to provide and maintain records required by the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendant's records. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendant. As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel

Defendant to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendant's knowing failure to comply with the Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 1174.5 for failing to maintain accurate records of hours worked and meal periods.

APP intentionally failed to furnish the Aggrieved Employee with timely, itemized statements that accurately reflect the pay period to which a payroll statement applies, as required. The payroll statement or reports do not state the exact number of hours worked due to rounding so that the Aggrieved Employee could decipher the number of hours worked in the period and the corresponding wages earned. Moreover, the wage statements fail to accurately list the meal period violations due to the rounding and the waiting time to clock out to start the meal period before the end of the fifth hour. In addition, APP willfully failed to keep required payroll records showing the actual hours worked and raw data time punches on a daily basis by the Aggrieved Employee. These failures did not solely affect the Aggrieved Employee mentioned above, but also affected other employees.

VI. Failure to Maintain Records and Furnish in a Timely Manner

APP has violated Labor Code §§ 1174 and 1174.5 (failure to maintain accurate records). APP has admitted to not having any record retention policies contrary to its statements made to employees. In fact, formal discovery shows APP has admitted it has no policy to maintain records.

As for the named Aggrieved Employee, APP has violated Labor Code section 226(f) allowing a current or former employee to recover a \$750.00 penalty if the employer fails to comply within 21 calendar days of the request to furnish all records as required by section 226(c). The Aggrieved Employee sought said records from APP and did not receive them in a timely manner.

VII. Failure to Pay Last Paycheck on Time, Waiting Time Penalties LC Sections 201-203

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (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.

Within the applicable statute of limitations, the employment of Plaintiff and many other Aggrieved Employees ended, i.e., was terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, Defendant failed, and continues to fail to pay Plaintiff and terminated Aggrieved Employees, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendant's employ. These unpaid wages include wages for unpaid work time (including minimum and straight time wages), missed meal periods, and missed rest periods.

Defendant's conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendant their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days maximum pursuant to Labor Code § 203.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination.

APP terminated the employment of Aggrieved Employee, John Maldonado, Gregory Maratas and Bernardo Sandoval on May 7, 2020 without having paid all wages due and meal penalties due as well as other Aggrieved Employees who were terminated or laid off in the relevant period from July 28, 2019 to the present. This was in violation of Labor Code section 203. As to Mr. Nguyen, APP failed to pay him all wages due and meal penalties due upon termination in October 2020.

May 3, 2021 Claims Asserted in May 3, 2021 Amendment

VIII. Violations of Labor Code Section 6401.7 which requires an employer to have injury illness prevention policies in place

Labor Code section 6401.7 provides:

a) Every employer shall establish, implement, and maintain an effective injury prevention program. The program shall be written, except as provided in subdivision (e), and shall include, but not be limited to, the following elements:

- (1) Identification of the person or persons responsible for implementing the program.
 - (2) The employer's system for identifying and evaluating workplace hazards, including scheduled periodic inspections to identify unsafe conditions and work practices.
 - (3) The employer's methods and procedures for correcting unsafe or unhealthy conditions and work practices in a timely manner.
 - (4) An occupational health and safety training program designed to instruct employees in general safe and healthy work practices and to provide specific instruction with respect to hazards specific to each employee's job assignment.
 - (5) The employer's system for communicating with employees on occupational health and safety matters, including provisions designed to encourage employees to inform the employer of hazards at the worksite without fear of reprisal.
 - (6) The employer's system for ensuring that employees comply with safe and healthy work practices, which may include disciplinary action.
- (b) The employer shall correct unsafe and unhealthy conditions and work practices in a timely manner based on the severity of the hazard.
- (c) The employer shall train all employees when the training program is first established, all new employees, and all employees given a new job assignment, and shall train employees whenever new substances, processes, procedures, or equipment are introduced to the workplace and represent a new hazard, and whenever the employer receives notification of a new or previously unrecognized hazard. An employer in the construction industry who is required to be licensed under Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code may use employee training provided to the employer's employees under a construction industry occupational safety and health training program approved by the division to comply with the requirements of subdivision (a) relating to employee training, and shall only be required to provide training on hazards specific to an employee's job duties.

(d) The employer shall keep appropriate records of steps taken to implement and maintain the program. An employer in the construction industry who is required to be licensed under Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code may use records relating to employee training provided to the employer in connection with an occupational safety and health training program approved by the division to comply with this subdivision, and shall only be required to keep records of those steps taken to implement and maintain the program with respect to hazards specific to an employee's job duties.

APP did not comply with Labor Code section 6401 in several ways, including but not limited to not reporting unsafe conditions and in fact concealing hazards at the work place. In 2019, at least one Aggrieved Employees suffered injuries in the press room from hot oil leaking. Additionally, several Aggrieved Employees complained to their supervisors in the press room and production that the excessive heat was not mitigated and that air ducts to remove dust did not alleviate any problems. APP took no action to maintain safety of employees. As well as previous claims asserted for work conditions under labor code section 1198, APP has not complied with training requirements under section 6401.7, nor has it corrected any of the unsafe conditions. APP does not provide employees with adequate protective gear to work in production or press rooms where they are exposed to excessive heat as well as other locations where grinding and sawing occurs. APP also does not and will not install proper air ventilation or cooling devices despite having been provided estimates. APP claims them to be too expensive.

IX. Failure to Provide Safe and Healthful Work Environment

Labor Code § 6400 provides that every employer shall furnish employment and a place of employment that is safe and healthful for the employees therein.

Labor Code § 6401 provides that every employer shall furnish and use safety devices and safeguards, and shall adopt and use practices, means, methods, operations, and processes which are reasonably adequate to render such employment and place of employment safe and healthful.

Every employer shall do every other thing reasonably necessary to protect the life, safety, and health of employees.

Labor Code § 6402 provides that no employer shall require or permit any employee to go or be in any employment or place of employment which is not safe and healthful.

Labor Code § 6403 provides no employer shall fail or neglect to do any of the following:

- (a) To provide and use safety devices and safeguards reasonably adequate to render the employment and place of employment safe.
- (b) To adopt and use methods and processes reasonably adequate to render the employment and place of employment safe.
- (c) To do every other thing reasonably necessary to protect the life, safety, and health of employees.

Defendant failed to furnish Plaintiff and Aggrieved Employees with safety devices and implement necessary processes and practices necessary to prevent exposure to COVID-2019.

Defendant failed to necessitate the use of and provide the appropriate personal protective equipment. Defendant also failed to establish infection prevention measures such as encouraging sick employees to stay home, implementing social distancing protocols, or establishing procedures to routinely disinfect and clean commonly used surfaces. Defendant also failed to provide washing facilities to maintain cleanliness. In addition, Defendant failed to take individual measures and screening such as temperature checks and pre-shift screening and to provide illness prevention training.

Labor Code § 6401.7 provides that every employer shall establish, implement, and maintain an effective injury prevention program.

Defendant failed to establish and maintain a program that will prevent Plaintiff and Aggrieved Employees from injuries that might be caused by exposure to COVID-2019 as well as other health and safety hazards in the workplace. Specifically, Defendant failed to establish adequate infection prevention measures such as encouraging sick employees to stay home, implementing social distancing protocols, or establishing procedures to routinely disinfect and clean commonly used surfaces. Defendant also failed to provide washing facilities to maintain cleanliness. In addition, Defendant failed to take individual measures and screening such as temperature checks and pre-shift screening and to provide illness prevention training.

X. Violations of Labor Code Section 6409.6 for COVID 19 workplace exposure notice.

Moreover, APP did not take any actions to keep the work place safe or identify hazards such as COVID19. For example, Aggrieved Employees at APP were forced to congregate near the clock machines to clock in or out because APP had not installed enough clock machines. APP did not have a safe way for employees **to drink water without** contaminating the water container which was brought to their attention. These unsafe conditions resulted in several APP Aggrieved Employees to suffer from contracting COVID in 2020 and beyond. Moreover, at least one employee appeared at a virtual deposition wearing no masks, sitting less than two feet apart from his attorney on February 22, 2021. When asked why there was no social distancing or mask wearing, attorney claimed one or both may have already contracted COVID.

APP did not comply with Labor Code Section 6409.6 and has not provided proper notice to its employees since this law went into effect.

XI. Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (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 LWDA aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (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 hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226(e)(2)(B)(iii).)

The statute further provides: “An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney’s fees.” (Lab. Code § 226(e)(1).)

Defendant intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly identify hourly rates, the failure to correctly list gross wages earned, and the failure to list the true net wages earned, including wages for meal periods that were not provided in accordance with California law, wages for rest periods that were not authorized and permitted to take in accordance with California law, and correct wages earned for all hours worked.

As a result of Defendant violating Labor Code § 226, Plaintiff and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights. Accordingly, Plaintiff and similarly Aggrieved Employees are entitled to recover from Defendant the greater of their actual damages caused by Defendant’s failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding \$4,000 dollars per employee.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

Due to further investigations, witness interviews and discovery taken place by my office we are asserting additional claims below:

June 9, 2021 Claims

XII. Failure to Pay for All Hours Worked, Including Overtime

Under California law, an employer must pay for all hours worked by an employee. “Hours worked” is 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, whether or not required to do so.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless

they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

Throughout the statutory period, Defendants regularly used a system of time rounding in a manner that results, over a period of time, in a failure to compensate Plaintiff and the Aggrieved Employees properly for all the time they actually worked, even though the realities of Defendants' operations are such that it is possible, practical, and feasible to count and pay for every minute of work performed. Also, Plaintiff and the Aggrieved Employees were typically required to work "off the clock". For example, Plaintiff and the Aggrieved Employees were required to wait in line in order to clock into work each workday, uncompensated. Further, after clocking out at the end of each workday, Plaintiff and the Aggrieved Employees were required to changing/cleaning area to clean up. Plaintiff and the Aggrieved Employees were then required to change out their APP uniforms, take off their goggles, hard hats, gloves, boots, if any (donning and doffing as alleged previously in our amended notice). APP did not record or pay for the donning and doffing times especially for taking a meal break. Some of this time would fall under overtime hours for which the Aggrieved Employees were not compensated for.

As a further result, Defendants failed to maintain accurate records of the hours Plaintiff and the Aggrieved Employees worked.

XIII. Failure to Pay for Reporting Time

As stated above, APP required Aggrieved Employees to show up to work outside of normal working hours to take care of emergencies or just come in to fire up the oven on a Sunday to be hot for Monday morning. APP did not compensate the Aggrieved Employees reporting time pay under Wage Order 1 section 5C.

Reporting time pay constitutes wages. (*Murphy v. Kenneth Cole Productions, Inc.* (2007) 40 Cal. 4th 1094). Thus, failure to pay all reporting time pay due at the time of employment termination may be the basis for waiting time penalties pursuant to Labor Code § 203. The IWC's purpose in adopting reporting time pay requirements was two-fold: "to compensate employees" and "encourag[e] proper notice and scheduling". *Id.* at pp. 1111-1112. Examples are as follows:

1. Physically appearing at the workplace at the shift's start;
2. Presenting themselves for work by logging on to a computer remotely;
3. Appearing at a client's job site;
4. Setting out on a trucking route;
5. Or by telephoning the store two hours prior to the start of a shift.

Each workday an employee is required to report to work, but is not put to work or is

furnished with less than half of his or her usual or scheduled day's work, he or she must be paid for half the usual or scheduled day's work, but in no event for less than two hours nor more than four hours, at his or her regular rate of pay. APP did not pay reporting time to the Aggrieved Employees who reported to work as described above.

XIV. Additional Details on Claims for Failure to Reimburse and Indemnify Expenses for Uniforms and Personal Cell Phones

Previously Maldonado gave notice of claims under California Labor Code § 2802 which requires employers to reimburse employees for their necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of the employer. **Maldonado hereby amends this notice to add claims for uniform and use of personal cell phones by aggrieved employees.** APP directed employees to wear its uniforms with its name but charged employees for them by deducting their cost from the employees' paycheck every week.

Throughout the statutory period, Plaintiff and the Aggrieved Employees were required to purchase work-related items without reimbursement, which includes uniforms. Specifically,

Plaintiff and the Aggrieved Employees were required to have a number of uniforms (the company only provided 7 uniforms to Plaintiff and the Aggrieved Employees, and the other 7 uniforms were purchased by Plaintiff and the Aggrieved Employees). Plaintiff and the Aggrieved Employees LWDA incurred these substantial expenses as a direct result of performing their job duties for Defendant, and Defendant has failed to indemnify Plaintiff and the Aggrieved Employees for these employment-related expenses. APP requires employees to have a minimum of seven uniforms that bear the APP names and have them cleaned by Aramark at the cost of \$3.75 for a set of seven uniforms which is deducted from their wages on a weekly basis. Therefore, Aggrieved Employees are entitled to reimbursement of these payments made and deductions in violation of Labor Code section 2802.

Additionally, APP required employees who were on the road to carry and use their personal cell phones so that both vendors and APP could contact them about their job, including whether parts were available or not. Despite the fact that APP claims it has a policy of not allowing employees use cell phones at work, it did require several Aggrieved Employees to use their personal phones to conduct APP business without reimbursement. Therefore, Aggrieved Employees are entitled to reimbursement for the cost of their personal cell phones per pay period for \$100 for the first pay period and \$200 for periods thereafter.

XV. Failure to Provide Clean Drinking Water

As previously alluded to the lack of clean safe water as part of the COVID Notice claim asserted by John Maldonado on behalf of other Aggrieved Employees, **on May 3, 2021**, Labor Code § 2441 provides that every employer of labor in this state shall, without making a charge therefor, provide fresh and pure drinking water to his or her employees during working hours. Access to the drinking water shall be permitted at reasonable and convenient times and

places. Any violation of this section is punishable for each offense by a fine of not less than fifty dollars (\$50), nor more than two hundred dollars (\$200), or by imprisonment for not more than 30 days, or by both the fine and imprisonment.

California Code of Regulations, title 8, Section 3395(c) provides that employees shall have access to portable drinking water meeting the requirements of Sections 1524, 3363, and 3457, as applicable, including but not limited to the requirements that it be fresh, pure, suitably cool, and provided to employees free of charge. The water shall be located as close as practicable to the areas where employees are working. Where drinking water is not plumbed or otherwise continuously supplied, it shall be provided in sufficient quantity at the beginning of the work shift to provide one quart per employee per hour for drinking for the entire shift.

However, Defendant failed to provide sufficient access to fresh and pure drinking water for Plaintiff and Aggrieved Employees in compliance with above mentioned requirement.

XVI. Failure to Provide Access to Shade

Previously, on July 28, 2020 John Maldonado asserted claims for failure to implement heat illness prevention programs. He amends those claims to add a violation for California Code of Regulations title 8, Section 3395(d) which provides that shade shall be present when the temperature exceeds 80 degrees Fahrenheit. When the outdoor temperature in the work area exceeds 80 degrees Fahrenheit, the employer shall have and maintain one or more areas with shade at all times while employees are present that are either open to the air or provided with ventilation or cooling.

California Code of Regulations. title 8, Section 3395(d) also provides that employees shall be allowed and encouraged to take a preventative cool-down rest in the shade when they feel the need to do so to protect themselves from overheating. Such access to shade shall be permitted at all times.

California Code of Regulations title 8, Section 3395(i) provides that the employer shall establish, implement, and maintain, an effective heat illness prevention plan.

Defendant failed to provide shade to employees who work outside in the summer months from May to October in Santa Ana and Oxnard as well as employees who drive forklifts or required to walk between buildings in hot summer months to drop off or pick up items related to work. In fact, formal discovery shows APP delegated its duty to comply with California and Federal laws to a third party. Yet APP concealed any reports for safety that the third party would submit with its suggestions to alleviate safety issues.

XVII. Retaliation for Complaining About Occupational Safety Hazards

Labor Code § 6310 provides that no person shall discharge or in any manner discriminate against any employee because the employee has done any of the following:

(1) Made any oral or written complaint to the division, other governmental agencies having statutory responsibility for or assisting the division with reference to employee safety or health, their employer, or their representative.

(2) Instituted or caused to be instituted any proceeding under or relating to their rights or has testified or is about to testify in the proceeding or because of the exercise by the employee on behalf of themselves, or others of any rights afforded to them.

(3) Participated in an occupational health and safety committee established pursuant to Section 6401.7.

(4) Reported a work-related fatality, injury, or illness, requested access to occupational injury or illness reports and records that are made or maintained pursuant to Subchapter 1 (commencing with Section 14000) of Chapter 1 of Division 1 of Title 8 of the California Code of Regulations, or exercised any other rights protected by the federal Occupational Safety and Health Act (29 U.S.C. Sec. 651 et seq.), except in cases where the employee alleges they have been retaliated against because they have filed or made known their intention to file a workers' compensation claim pursuant to Section 132a, which is under the exclusive jurisdiction of the Workers' Compensation Appeals Board.

However, Defendant, on information and belief, has been actively concealing injury reports, notes of safety meetings and retaliated against Aggrieved Employees for complaining and/or reporting about the occupational safety hazards and/or injuries by lay off/terminating their employment or taking other adverse actions against them. At times, APP supervisors or leads concealed complaints and also directed employees to conceal unsafe conditions before an OSHA inspection. This includes having Aggrieved Employees place old and unsafe equipment in the tool crib department and placing hazardous waste material in the maintenance department for long periods of time before they could be hauled away. APP failed to have a policy in place to train employees properly and/or to discipline employees who violated safety rules. In fact, APP concealed its own safety rules in litigation with my office until May 14, 2021.

Labor Code § 6427 provides that any employer who violates any occupational safety or health standard, order, or special order, or Section 25910 of the Health and Safety Code, and the violation is specifically determined not to be of a serious nature, may be assessed a civil penalty of up to twelve thousand four hundred seventy-one dollars (\$12,471) for each violation

Labor Code § 6428 that any employer who violates any occupational safety or health standard, order, or special order, or Section 25910 of the Health and Safety Code, if that violation is a serious violation, shall be assessed a civil penalty of up to twenty-five thousand dollars (\$25,000) for each violation. Employers who do not have an operative injury prevention program shall receive no adjustment for good faith of the employer or history of previous violations as provided in paragraphs (3) and (4) of subdivision (c) of Section 6319.

Labor Code § 6429 that any employer who willfully or repeatedly violates any occupational safety or health standard, order, or special order, or Section 25910 of the Health and Safety Code, may be assessed a civil penalty of not more than one hundred twenty-four thousand seven hundred nine dollars (\$124,709) for each violation, but in no case less than eight thousand nine hundred eight dollars (\$8,908) for each willful violation.

Action for Civil Penalties Under PAGA

Below is a summary of all claims asserted with the corresponding Labor Code sections

thus far by John Maldonado, Jr., Gregory Maratas, Bernardo Sandoval and Hoang-Thi Ho Nguyen on behalf of all Aggrieved Employees.

1. The WARN ACT, Labor Code § 1401 and the Federal Worker Adjustment and Retraining Notification Act for failure to provide proper notice during layoffs;
2. IWC Wage Order 1-2001 sections 14 and 15 for failure to take all feasible means to reduce excessive heat in the workplace
3. Labor Code § 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed;
4. Labor Code § 2802 by failing to reimburse and indemnify employees for expenses and losses in the direct consequence and discharge of their duties for mileage, personal phones and uniform (including cost to maintain and clean);
5. Labor Code §§ 201 to 203 by willfully failing to pay all wages owed at termination;
6. Labor Code § 226 by failing to provide accurate itemized wage statements;
7. Failure to pay reporting time pay under Wage Order 1, section 5C;
8. Labor Code § 640, 6401, 6402, 6403 for failure to provide safe and healthful work environment;
9. Labor Code § 6401.7 for failure to implement and maintain an effective written injury prevention program
10. Labor Code § 204, 510, 1194, 1197, and 1198 by failing to pay for all hours worked, including minimum wages, straight time wages and overtime wages;
11. Labor Code § 226.7, 512 and applicable Wage Orders by failing to provide meal periods;
12. Labor Code § 2441 and California. Code of Regulations title 8, Section 3395(c) for failure to provide clean drinking water;
14. Labor Code § 6409.6 for failure to provide notice of a potential COVID-19 workplace exposure;
15. California Code of Regulations title 8, Section 3395(d) and (i) for failure to provide access to shade and failure to implement heat illness prevention plan;
16. Labor Code § 6310 for retaliation for complaining about occupational safety hazards.

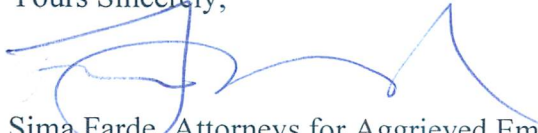
Therefore, on behalf of all Aggrieved Employees, Plaintiff seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 226.3, 558, 1174.5, 1197.1, 1401, 2802, 2699(f)(2), 6427, 6428, 6429.

Plaintiff has placed Defendant on notice by mailing a certified copy of this correspondence to its corporate address, at 3333 West Warner Street, Santa Ana, CA 92704 for Civil Penalties Under PAGA

Therefore, on behalf of all Aggrieved Employees, Plaintiff seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 226.3, 558, 1174.5, 1197.1, 1401, 2802, and 2699(f)(2).

We continue to investigate additional claims against APP and reserve the right to amend this notice.

Yours Sincerely,



Sima Farde, Attorneys for Aggrieved Employee

VIA CERTIFIED MAIL:

Division of Occupational Safety and Health,
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

VIA EMAIL DIRDOSHRegionIII@dir.ca.gov

Division of Occupational Health and Safety
Kathy Derham, Regional Manager
2 MacArthur Place, Suite 720
Santa Ana, CA 92707

VIA CERTIFIED MAIL

Aluminum Precision Products, Inc.
3333 W. Warner Avenue
Santa Ana, CA 92704

DEPARTMENT OF INDUSTRIAL RELATIONS
Division of Occupational Safety and Health
Santa Ana District Office
2 MacArthur Place, Suite 720
Santa Ana, CA 92707
Tel. # (714) 558-4451 Fax # (714) 558-2035



June 21, 2021

Sima Farde
23 Corporate Plaza, Suite 150
Newport Beach, CA 92660

Dear Sima Farde:

This letter is to acknowledge receipt of your complaint (Complaint No. 1778306) about safety and health hazards at Aluminum Precision Products, Inc. 3333 W. Warner Ave in Santa Ana. Your complaint will be handled in accordance with the policies and procedures of the Division. You will be informed of the results of the inspection when they are available.

California law protects any person who makes a complaint about a workplace safety and health hazard from being treated differently, discharged or discriminated against in any manner by their employer. If you believe that you have been discriminated against because you made a complaint to the Division of Occupational Safety and Health, you may file a discrimination complaint with the nearest office of the Division of Labor Standards Enforcement (Labor Commissioner). However, you must file your complaint within six (6) months of the discriminatory action.

Thank you for your interest in safety and health.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ujjitha Perera".

Ujjitha Perera
District Manager

/jn

reference: Complaint No. 1778306 - Ltr F

JM000317

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Gregory Keeler
 APP, Aluminum Precision Products
 3333 W. Warner Ave
 Santa Ana, CA 92704



9590 9402 6671 1060 3273 20

2. Article Number (Transfer from service label)

7019 2970 0001 1524 8121

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☐ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

all
 Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Gregory Keeler
 Aluminum Precision Products
 3333 W. Warner Ave
 Santa Ana, CA 92704



9590 9402 3090 7124 6373 29

2. Article Number (Transfer from service label)

7019 2970 0002 3240 6978

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

MA (Signature)

6/16/21

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☐ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Return Receipt for Merchandise☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

red Mail
 red Mail Restricted Delivery
 (\$500)

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

JM000319

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Division of Occupational
Safety + Health
PAGA Administrator
1515 Clay St. Ste
Oakland, CA



9590 9402 6671 1060 3273 06

2. Article Number (Transfer from service label)

7019 2970 0001 1524 8138

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

JUN 13 2021

☐ Agent

☐ Addressee

B. Received by (Printed Name)

LABOR STANDARDS ENFORCEMENT

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

1 Mail

1 Mail Restricted Delivery
(500)

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

JM000320

DEPARTMENT OF INDUSTRIAL RELATIONS
Division of Occupational Safety and Health
Santa Ana District Office
2 MacArthur Place, Suite 720
Santa Ana, CA 92707
Tel. # (714) 558-4451 Fax # (714) 558-2035



September 29, 2021

Sima Farde
23 Corporate Plaza, Suite 150
Newport Beach, CA 92660

Dear Sima Farde:

On June 16, 2021, the Division of Occupational Safety and Health received your complaint (Complaint No. 1778306) of the following hazardous condition(s) at Aluminum Precision Products, Inc. 3333 W. Warner Ave in Santa Ana:

T8 CCR 3203(a)(4) - EEs working in a press room with extreme high heat
T8 CCR 3205(c)(6) - No physical distancing while accessing time clock
T8 CCR 3380 - ER does not provide PPE
T8 CCR 3395 - No shade
T8 CCR 3363 - No sanitary drinking water

The Division conducted an inspection (Inspection No. 1537335) of the item(s) referenced in your complaint with the following results:

No Violation After Inspection

If you do not agree that the hazards you complained about have been satisfactorily addressed, please contact me within ten (10) days of the date of this letter.

California law protects any person who makes a complaint about a workplace safety or health hazard from being treated differently, discharged or discrimination against in any manner by their employer. If you believe that you have been discriminated against because you made a complaint to the Division of Occupational Safety and Health, you may file a discrimination complaint with the nearest office of the Division of Labor Standards Enforcement (Labor Commissioner). However, you must file your complaint within six (6) months of the discriminatory action.

Thank you for your concern about workplace safety and health.

Sincerely,


Ujitha Perera
District Manager

/jn

enclosure(s): Notice of No Violations,
reference: Inspection No. 1537335 - Ltr H

JM000321

DEPARTMENT OF INDUSTRIAL RELATIONS
Division of Occupational Safety and Health
Santa Ana District Office
2 MacArthur Place, Suite 720
Santa Ana, CA 92707
Tel. # (714) 558-4451 Fax # (714) 558-2035



NOTICE OF NO VIOLATION AFTER INSPECTION

Aluminum Precision Products, Inc.
3333 W. Warner Ave
Santa Ana, CA 92704

An inspection was conducted by Juan Nava at a place of employment located at 3333 W. Warner Ave, & 3323 W. Warner Ave., Santa Ana on 06/21/2021. This inspection was initiated by any or all of the following reasons: complaint, follow-up, referral, planned.

Description of area(s) inspected:

1. Outside storage area
2. Press Room area
3. Hand Forge area

Signature

Compliance Safety and Health Officer

Date of issuance: August 20, 2021

Signature

District Manager

Date inspection completed: September 29, 2021

Said inspection was completed on 9/29/2021. It has been determined that no violation of any standard, rule, order or regulation set forth in Title 8, California Code of Regulations and Division 5 of the California Labor Code has been found as a result of this inspection.

This notice relates solely and exclusively to the inspection on the above date, which was not necessarily a comprehensive inspection of the worksite. Due to the transitory nature of worksite conditions, violations can occur occasionally or routinely and may be undetected by any given inspection. This notice does not preclude the issuance of citations on any future inspection.

0950631
RID

M5087
CSHO ID

031-21
Optional Report Nr.

1537335
Inspection Nr.

DEPARTMENT OF INDUSTRIAL RELATIONS
Division of Occupational Safety and Health
Santa Ana District Office
2 MacArthur Place, Suite 720
Santa Ana, CA 92707
Tel. # (714) 558-4451 Fax # (714) 558-2035



June 21, 2021

Sima Farde
23 Corporate Plaza, Suite 150
Newport Beach, CA 92660

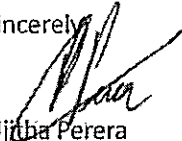
Dear Sima Farde:

This letter is to acknowledge receipt of your complaint (Complaint No. 1778306) about safety and health hazards at Aluminum Precision Products, Inc. 3333 W. Warner Ave in Santa Ana. Your complaint will be handled in accordance with the policies and procedures of the Division. You will be informed of the results of the inspection when they are available.

California law protects any person who makes a complaint about a workplace safety and health hazard from being treated differently, discharged or discriminated against in any manner by their employer. If you believe that you have been discriminated against because you made a complaint to the Division of Occupational Safety and Health, you may file a discrimination complaint with the nearest office of the Division of Labor Standards Enforcement (Labor Commissioner). However, you must file your complaint within six (6) months of the discriminatory action.

Thank you for your interest in safety and health.

Sincerely,

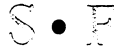


Ujjitha Perera
District Manager

/jn

reference: Complaint No. 1778306 - Ltr F

JM000323



LAW OFFICES OF SIMA FARDE
23 CORPORATE PLAZA, STE. 150
NEWPORT BEACH, CA 92660

TEL: (949) 476-7006

May 18, 2021

Via Certified Mail

Division of Occupational Safety and Health,
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

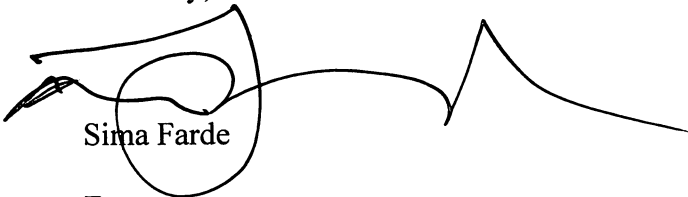
Re: **John Maldonado, Jr. v. Aluminum Precision Products, Inc. ("APP"), Case No. LWDA-
CM-800478-20**

Dear Sir/Madam:

This office represents John Maldonado Jr. in a pending PAGA action which was filed electronically, on or about July 28, 2020, almost a year ago. We have since filed a lawsuit on October 13, 2020 in Orange County Superior Court and amended the PAGA notice twice, on March 30, 2021 and May 3, 2021 to add various labor code violations as well as health and safety issues including sections 6401.7 and 6409.6, of particular interest to your office. Please see attached the four items, including all three PAGA notices which have been served on Counsel of Record, Sheppard Mullin with copies served on APP and the conformed face sheet of the formal complaint filed in OC Superior Court.

Should you have any questions please do not hesitate to contact me.

Sincerely,


Sima Farde
Enc.

JM000324

SIMA FARD

From: DIR DOSH Region III <DIRDOSHRegionIII@dir.ca.gov>
Sent: Tuesday, June 15, 2021 8:52 AM
To: DIR DOSHSA
Cc: SIMA FARD
Subject: FW: John Maldonado, Jr., Gregory Maratas, Bernardo Sandoval and Hoang Thi Ho Nguyen v. Aluminum Precision Products, Inc. PAGA Action Commenced in July 2020
Attachments: PAGA Amend June 9-2021.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Message forward to the following location:

Santa Ana District Office

Ujitha Perera, District Manager

2 MacArthur Place, Suite 720
Santa Ana, CA 92707

phone:(714) 558-4451
fax:(714) 558-2035
email:DOSHSA@dir.ca.gov

Cal/OSHA Enforcement – Region 3
Division of Occupational Safety & Health
Office: (714) 558 – 4300
Email: DIRDOSHRegionIII@dir.ca.gov



CONFIDENTIALITY NOTICE: *This communication with its contents, to include attachments (if any) may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use, or disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act. Delivery of this message to any person other than the intended recipient is not intended to waive any right or privilege. If you have received this transmission in error, please contact the sender by reply e-mail, delete the original email from your system and destroy all copies with its contents of the communication.*

From: SIMA FARD <sima@employment-adr.com>
Sent: Monday, June 14, 2021 3:37 PM
To: DIR DOSH Region III <DIRDOSHRegionIII@dir.ca.gov>
Subject: John Maldonado, Jr., Gregory Maratas, Bernardo Sandoval and Hoang Thi Ho Nguyen v. Aluminum Precision Products, Inc. PAGA Action Commenced in July 2020

CAUTION: [External Email]

This email originated from outside of our DIR organization. Do not click links or open attachments unless you recognize the sender and know the content is expected and is safe. If in doubt reach out and check with the sender by phone.

Dear Cal Osha,

This is a courtesy copy of the recent amendments made to our clients' PAGA notice filed last July. The hard copy has been sent to 1515 Clay Street, Oakland. This action has been pending in Orange County Superior Court since October 2020.

Should you have any questions please contact me directly.

Sincerely,

Sima Farde, Esq.
Law Offices of Sima Farde

23 Corporate Plaza, Suite 150
Newport Beach, CA 92660
(949) 476-7006

In response to the COVID-19 pandemic, our office is closed and the staff of Law Offices works remotely. We are not able to regularly check our U.S. mail, Fedex, UPS, and other deliveries to the office and as such we will not agree to accept service via these means. We can only agree to accept service via email at this time. Thank you for your patience.

Notice: This E-mail (including attachments) is covered by Electronic Communications Privacy Act, 18 U.S.C. Sections 2510-2521. The information herein is confidential, privileged & exempt from disclosure under applicable law. This E-mail is (including attachments) is intended solely for the use of the addressee hereof. If you receive this email in error please destroy it and notify the sender.

SIMA FARD

From: FormAssembly <no-reply@formassembly.com> on behalf of DIR PAGA Unit
<lwdadonotreply@dir.ca.gov>
Sent: Thursday, June 10, 2021 3:42 PM
To: SIMA FARD
Subject: Thank you for your Amended PAGA Claim Notice Submission.

Follow Up Flag: Follow up
Flag Status: Flagged

06/10/2021 03:41:27 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Amended PAGA Claim Notice

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

SIMA FARD

From: FormAssembly <no-reply@formassembly.com> on behalf of DIR PAGA Unit
<lwdadonotreply@dir.ca.gov>
Sent: Tuesday, May 4, 2021 10:19 AM
To: SIMA FARD
Subject: Thank you for your Amended PAGA Claim Notice Submission.

Follow Up Flag: Follow up
Flag Status: Completed

05/04/2021 10:18:30 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Amended PAGA Claim Notice

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

SIMA FARD

From: FormAssembly <no-reply@formassembly.com> on behalf of DIR PAGA Unit
<lwdadonotreply@dir.ca.gov>
Sent: Monday, March 29, 2021 4:45 PM
To: SIMA FARD
Subject: Thank you for your Court Complaint Submission.

Follow Up Flag: Follow up
Flag Status: Flagged

03/29/2021 04:44:31 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Court Complaint

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

SIMA FARD

From: FormAssembly <no-reply@formassembly.com> on behalf of DIR PAGA Unit
<lwdadonotreply@dir.ca.gov>
Sent: Monday, March 29, 2021 4:42 PM
To: SIMA FARD
Subject: Thank you for your Amended PAGA Claim Notice Submission.

Follow Up Flag: Follow up
Flag Status: Flagged

03/29/2021 04:41:40 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Amended PAGA Claim Notice

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

SIMA FARD

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY
<lwdadonotreply@dir.ca.gov>
Sent: Tuesday, July 28, 2020 7:24 PM
To: SIMA FARD
Subject: Thank you for submission of your PAGA Case.

Follow Up Flag: Follow up
Flag Status: Flagged

7/28/2020

LWDA Case No. LWDA-CM-800478-20
Law Firm : Law Offices of Sima Farde
Plaintiff Name : John Maldonado, Jr.
Employer: Aluminum Precision Products, Inc.

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

SIMA FARD

From: FormAssembly <no-reply@formassembly.com> on behalf of DIR PAGA Unit
<lwdadonotreply@dir.ca.gov>
Sent: Thursday, November 4, 2021 11:50 AM
To: SIMA FARD
Subject: Thank you for your Other Response or Document Submission

Follow Up Flag: Follow up
Flag Status: Flagged

11/04/2021 11:49:40 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Other Response or Document Submission If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF ORANGE

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action. My business address is 23 Corporate Plaza, Suite 150, Newport Beach, CA 92660. On November 17, 2021, I served the foregoing document described as

SECOND AMENDED COMPLAINT

on interested parties in this action by placing the original true copies thereof enclosed in a sealed envelope, addressed as follows:

Paul Berkowitz, Esq. Sheppard Mullin Richter & Hampton, LLP 1901 Avenue of the Stars, Suite 1600 Los Angeles, CA 90067 (email)	

By mail, I deposited such envelope(s) in the mail at Newport Beach, California, with postage thereon fully prepaid.

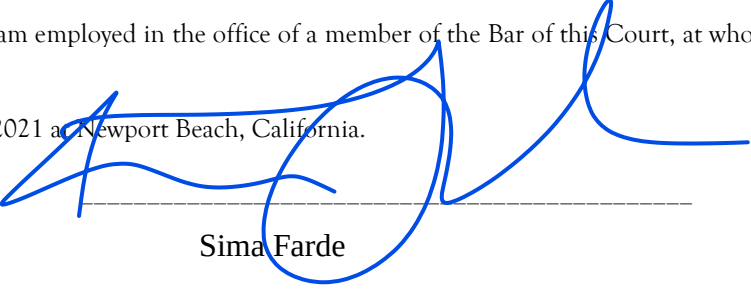
☐ I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. postal service on that same day with postage thereon fully prepaid at Newport Beach, California, in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after the date of deposit for mailing in affidavit.

☒ BY E-MAIL OR ELECTRONIC TRANSMISSION: Based on a court or government order (imposed by the COVID-19 pandemic) or on an agreement by the parties to accept service by e-mail or electronic transmission, I caused the document(s) described above to be sent from e-mail address PBerkowitz@sheppardmullin.com to the persons at the e-mail address listed above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☐ By personal service, I delivered such envelope(s) by hand to the office(s) of the addressee(s).
☒ (State) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

☐ (Federal) I declare that I am employed in the office of a member of the Bar of this Court, at whose direction the service was made

Executed on November 17, 2021 at Newport Beach, California.


Sima Farde