



January 21, 2024

VIA ELECTRONIC MAIL

PAGAfilings@dir.ca.gov

Re: *PAGA CLAIMS NOTICE*

VICENTE NAVARRETE v. ARCHITECTURAL ENTERPRISES, INC., et al.

To Whom It May Concern:

Please be advised that this law firm represents *VICENTE NAVARRETE* (“Mr. Navarrete” or “Plaintiff”) in claims arising from his employment with *ARCHITECTURAL ENTERPRISES, INC.* (“AEP”), *ASIRI PERERA* (“Mr. Perera”); and *DOES 1 through 50* (collectively “Defendants”). Mr. Navarrete is an “aggrieved employee” as defined by Labor Code §§ 2699, *et seq.*, due to Defendants violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code § 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated.

Mr. Navarrete was a Welder at Defendants’ office located at 5821 Randolph Street, Commerce, CA 90040. Throughout his employment with Defendants, Mr. Navarrete regularly worked shifts from 6:00 AM to 2:30 PM, or longer, at a rate of \$18.00 per hour. Mr. Navarrete has always been a diligent employee, but despite his hard work, Mr. Navarrete was not properly compensated for all the hours he worked. Specifically, after clocking out, Mr. Navarrete was often required to stay behind for more than an hour to complete tasks. Defendants, however, did not pay Mr. Navarrete proper overtime wages for these additional hours worked.

Additionally, throughout his employment, Mr. Navarrete was often not authorized and permitted to take his required rest periods as mandated by Labor Codes and Industrial Welfare Commission Wage Orders, due to Defendants’ uniform and unlawful practices regarding breaks. Specifically, during the times that Mr. Navarrete worked four (4) or more hours during a shift, Defendants required employees to work through their rest breaks, and when employees did attempt to take a rest break, that break was always interrupted. Defendants did not have any organized policies or procedures for allowing their employees to take rest periods nor did they allow it. Mr.

Navarrete knew they could not take ten-minute rest breaks as Mr. Navarrete was not provided with premium pay for any missed rest breaks.

Moreover, Mr. Navarrete and other aggrieved employees were not authorized and permitted to take their required meal periods as mandated by the California Labor Code and Industrial Welfare Commission Wage Orders. As with rest breaks, Mr. Navarrete was not allowed to take lunch breaks despite working for more than five (5) hours a day. Particularly, While Defendants allowed Mr. Navarrete to take meal breaks, they were always cut short. Mr. Navarrete never got a full thirty (30) minute meal break while working for Defendants. Yet, Defendants did not provide Mr. Navarrete with an hour of pay at their regular rate for each of these denied and/or on-duty rest and meal periods as required by Labor Code § 226.7.

As a result of Defendants' failure to provide rest period and meal break or pay rest period and meal period premium wages, Defendants maintained inaccurate payroll records, and issued inaccurate wage statements to Mr. Navarrete. As a result of these issues, Defendants committed the following violations of the Labor Code, and Industrial Welfare Commission Wage Order 16 ("Wage Order 16"):

Not All Hours Paid

In violation of Industrial Welfare Commission Order No. 16 and Labor Code §§ 200, 226, 226.7, 500, 510, 1197, 1194, and 1198, Defendants failed to compensate Plaintiff and other similarly aggrieved employees for all hours worked. Specifically, Plaintiff and other similarly aggrieved employees were not paid for all overtime hours worked. Plaintiff and other similarly aggrieved employees are entitled to recover the unpaid balance of all of their unpaid hours Defendants owe to them, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

Meal and Rest Period Violations

Defendants required that Mr. Navarrete work through his rest and meal periods. Defendants failed to provide Mr. Navarrete the full statutory penalty for these missed meal and rest periods. As a result, Mr. Navarrete is entitled to recover additional compensation for all meal and rest periods that were missed, but not paid for, per Labor Code §226.7, 512, 558 and 1198.

Wage Statement Violations

Defendants were obligated to furnish Mr. Navarrete complete and accurate itemized wage statements that show, among other things, total gross wages earned and rest period premium wages earned. *See* Labor Code §§ 226(a) and 1174(d); Wage Order 16. As a result of Defendants' failure to pay all hours worked and pay meal and rest penalties, Defendants maintained inaccurate payroll records and issued inaccurate wage statements to Mr. Navarrete in violation of Labor Code § 226.

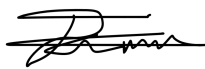
Defendants' failure to comply with their wage statement obligations was knowing and intentional, and Mr. Navarrete has suffered "actual injuries" as a result.

As an "aggrieved employee," Mr. Navarrete will initiate a civil action on behalf of himself and other aggrieved employees to recover damages, statutory penalties, civil penalties (including an amount equal to the unpaid wages), and punitive damages resulting from the wage and hour violations alleged herein. Based on Mr. Navarrete's own investigation, and on information and belief, Defendants committed the following violations:

- a. Defendants violated Industrial Welfare Commission Order No. 16 and Labor Code §§ 200, 226, 226.7, 500, 510, 1197, 1194, and 1198 by failing to Pay Plaintiff and similarly aggrieved employees for all hours worked
- b. Defendants violated Industrial Welfare Commission Order No. 16 and Labor Code §§ 226.7 and 512, 516, 558 and 1198 by failing to provide all legally required meal and rest period premiums to Mr. Navarrete;
- c. Defendants violated Labor Code § 226 by failing to provide Mr. Navarrete with accurate and compliant itemized wage statements; and

Pursuant to Labor Code § 2699.3(a)(2)(A), please notify us and Defendants if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,



LOYR, APC

Young W. Ryu, Esq.
Zachariah E. Moura, Esq.
Kee Seok Mah, Esq.
Harley M. Phleger

cc (Certified Mail):

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