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May 2, 2025

VIA ONLINE SUBMISSION

Labor & Workforce Development Agency
Attn: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, California 94102

Re: **First Amended Private Attorney General Act Notice**
LWDA-CM-1071587-25

Dear PAGA Administrator:

This firm represents Bibianna Palos Flores ("Plaintiff") with respect to her claims under California's Labor Code Private Attorneys General Act ("PAGA") in Case Number LWDA-CM-1071587-25. Plaintiff submits this First Amended Private Attorney General Act Notice to add Defendant Vocational Innovations West, Inc. to the PAGA Notice.

Plaintiff asserts PAGA claims against Defendant Vocational Innovations, Inc. and Vocational Innovations West, Inc. (collectively referred to in the singular as "Defendant" or in the singular as "Company") based on violations of numerous provisions of the applicable California Labor Code and IWC Wage Order committed against Plaintiff and all of Defendant's non-exempt employees ("Aggrieved Employees").

Vocational Innovations, Inc. and Vocational Innovations West, Inc. both acted as Plaintiff's employer, were part of an integrated enterprise, acted as each other's agents, acted as Plaintiff's joint employers, and are responsible for the Labor Code violations here under the alter ego doctrine

This letter shall serve as written notice, pursuant to California Labor Code section 2699.3(a) (1), of Defendant's violations of the provisions of the Labor Code and Wage Order set forth below. Plaintiff Bibianna Palos Flores worked as a non-exempt employee for Defendant from approximately May 2022 through November 2024.

During her employment, Plaintiff the Aggrieved Employees did not receive timely, duty-free, and otherwise compliant meal periods and rest periods. Plaintiff and the Aggrieved Employees were discouraged from taking legally compliant meal breaks and rest breaks.



Plaintiff and the Aggrieved Employees were not paid one hour of premium pay for non-compliant or missed meal periods, or non-compliant or missed rest periods. Plaintiff and the Aggrieved Employees were never issued accurate or itemized wage statements reflecting all wages earned as a result of Defendant's failure to pay premium pay for meal and rest period violations. Plaintiff and the Aggrieved Employees were not paid all wages owed at the time of their separation from employment, including premium pay for meal and rest period violations.

Plaintiff alleges that Defendant engaged in a pattern of knowingly violating numerous Labor Code sections. In particular, Defendant has violated California's wage and hour laws by:

- a) Failing to permit Plaintiff and Aggrieved Employees to take timely rest/meal breaks in violation of Labor Code section 226.7, 512, and the applicable Wage Order.
- b) Failing to pay Plaintiff and Aggrieved Employees premium pay for missed or untimely rest/meal breaks, in violation of Labor Code sections 226.7 and 512.
- c) Failing to pay Plaintiff and Aggrieved Employees all earned wages (including premium pay for missed meal and rest breaks) at least twice a month in violation of Labor Code section 204.
- d) Failing to maintain and furnish accurate, itemized statements of hours worked, gross and net wages earned all applicable hourly rates in effect during the pay period and the number of hours worked at each hourly rate, and deductions to Plaintiff and Aggrieved Employees in violation of the applicable Wage Order and Labor Code sections 226 and 226.3.
- e) Failing to pay all earned wages (including premium pay for missed meal breaks) at the time of termination or within 72 hours of resignation in violation of Labor Code sections 201, 202, 203, 206, and 227.3. As described above, Defendant systematically failed to pay premium pay owed to Plaintiff and the Aggrieved Employees; as such, Plaintiff and the Aggrieved Employees' earned wages were not timely paid in full following separation from Defendant.

This notice is based on the facts currently known to Plaintiff and is made without prejudice to Plaintiff's right to seek all available remedies for any and all additional violations that may subsequently be discovered or identified. As an aggrieved employee, Plaintiff brings a PAGA claim on behalf of all non-exempt Defendant employees, and seeks penalties for all violations, as well as Plaintiff's attorneys' fees and costs.



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Please advise this office within 65 days of the post-mark date of this notice whether the Labor & Workforce Development Agency intends to investigate the above-noted Labor Code and Wage Order violations. Thank you for your attention to this matter.

Very truly yours,

Jose M. Herrera

cc: Vocational Innovations, Inc., *via Certified Mail/Return Receipt Requested*

Vocational Innovations West, Inc. *via Certified Mail/Return Receipt Requested*