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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

JOSE LECHUGA, individually, and on
behalf of other members of the general
public similarly situated, and as an
aggrieved employee pursuant to the Private
Attorneys General Act ("PAGA"),

Plaintiff,

vs.

DEL WEST ENGINEERING, INC., a
California corporation; and DOES 1
through 10, inclusive,

Defendants.

Case No.: 25STCV06900

**FIRST AMENDED CLASS ACTION
COMPLAINT & ENFORCEMENT
ACTION UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE §§ 2698, ET
SEQ.**

- (1) Violation of California Labor Code §§ 510, 511, and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (Unpaid Minimum Wages);
- (3) Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 (Failure to Provide Meal Periods);
- (4) Violation of California Labor Code §§ 226.7, 516, and 1198 (Failure to Authorize and Permit Rest Periods);
- (5) Violation of California Labor Code §§ 226(a), 1174(d), and 1198 (Non-Compliant Wage Statements and Failure to Maintain Payroll Records);
- (6) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination);
- (7) Violation of California Labor Code § 204 (Failure to Timely Pay Wages During Employment);
- (8) Violation of California Labor Code § 2802 (Unreimbursed Business Expenses);

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- (9) Civil Penalties for Violations of California Labor Code, Pursuant to PAGA, §§ 2698, *et seq.*;
- (10) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unlawful Business Practices); and
- (11) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unfair Business Practices)

Jury Trial Demanded

1 Plaintiff Jose Lechuga, individually and on behalf of all other members of the public
2 similarly situated, and as an aggrieved employee and on behalf of all aggrieved employees,
3 alleges as follows:

4 JURISDICTION AND VENUE

5 1. This class action is brought pursuant to California Code of Civil Procedure
6 section 382 and California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil
7 penalties and any other available relief on behalf of Plaintiff, the State of California, and other
8 current and former employees who worked for Defendants in California as non-exempt,
9 hourly paid employees and received at least one wage statement and against whom one or
10 more violations of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any
11 provision regulating hours and days of work in the applicable Industrial Welfare Commission
12 (“IWC”) Wage Order were committed, as set forth in this complaint. The monetary damages,
13 penalties, and restitution sought by Plaintiff exceed the minimal jurisdiction limits of the
14 Superior Court and will be established according to proof at trial. This Court has jurisdiction
15 over this action pursuant to the California Constitution, Article VI, section 10. The statutes
16 under which this action is brought do not specify any other basis for jurisdiction. Plaintiff’s
17 share of damages, penalties, and other relief sought in this action does not exceed \$75,000.

18 2. This Court has jurisdiction over Defendants because Defendants are either
19 citizens of California, have sufficient minimum contacts in California, or otherwise
20 intentionally avail themselves of the California market so as to render the exercise of
21 jurisdiction over them by the California courts consistent with traditional notions of fair play
22 and substantial justice. There is no basis for federal diversity jurisdiction in this action
23 because there is no complete diversity, and this case falls within the statutory exceptions to
24 “minimal diversity” jurisdiction under the Class Action Fairness Act, 28 U.S.C. § 1332(d)(4).
25 Upon information and belief, two-thirds or more of the class members and Defendants are
26 citizens of California and/or (a) two-thirds of the class members and Defendants are citizens
27 of California; (b) the alleged wage and hour violations occurred in California; (c) significant
28 relief is being sought against Defendants whose violations of California wage and hour laws

1 form a significant basis for Plaintiff's claims; and (d) no other class action has been filed
2 within the past three (3) years on behalf of the same proposed class against Defendants
3 asserting the same or similar factual allegations.

4 3. Venue is proper in this Court, because Defendants filed Statement of
5 Information forms with the California Secretary of State designating a principal place of
6 business in Valencia, County of Los Angeles, in accordance with California Corporations
7 Code section 2105(a)(3). Cal. Code Civ. P. § 395.5. Venue is also proper in this Court
8 because Defendants employ persons in this county, and employed Plaintiff in this County, and
9 thus a substantial portion of the transactions and occurrences related to this action occurred in
10 this county.

11 **THE PARTIES**

12 4. Plaintiff Jose Lechuga is a resident of Piru, in Ventura County, California.
13 Defendants employed Plaintiff as an hourly paid, non-exempt employee from approximately
14 March 2008 to March 2024. Plaintiff worked for Defendants as a Robot Operator, Machine
15 Operator, Polisher, Tumbler, CRN Coating Helper, and/or Tumble Operator at their facilities
16 in Valencia, California. During his employment, Plaintiff typically worked ten (10) hours or
17 more per day and four (4) to five (5) days or more per week. At the time Plaintiff's
18 employment with Defendants ended, he was compensated approximately \$25.36 per hour.
19 Plaintiff's primary job duties included, without limitation, operating robotic machinery for
20 polishing the stems of high-performance engine valves, completing XRF certification
21 processes, and maintaining the cleanliness of his work area.

22 5. DEL WEST ENGINEERING, INC. was and is, upon information and belief, a
23 California corporation, and at all times hereinafter mentioned, an employer whose employees
24 are engaged throughout this county and the State of California.

25 6. Plaintiff is unaware of the true names or capacities of the Defendants sued
26 herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to
27 amend the complaint and serve such fictitiously named Defendants once their names and
28 capacities become known.

1 7. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
2 were the partners, agents, owners, or managers of DEL WEST ENGINEERING, INC. at all
3 relevant times.

4 8. Plaintiff is informed and believes, and thereon alleges, that each and all of the
5 acts and omissions alleged herein was performed by, or is attributable to DEL WEST
6 ENGINEERING, INC. and/or DOES 1 through 10 (collectively, “Defendants” or “DEL
7 WEST”), each acting as the agent, employee, alter ego, and/or joint venturer of, or working in
8 concert with, each of the other co-Defendants and was acting within the course and scope of
9 such agency, employment, joint venture, or concerted activity with legal authority to act on
10 the others’ behalf. The acts of any and all Defendants were in accordance with, and represent,
11 the official policy of Defendants.

12 9. At all relevant times, Defendants, and each of them, ratified each and every act
13 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
14 and abetted the acts and omissions of each and all the other Defendants in proximately causing
15 the damages herein alleged.

16 10. Plaintiff is informed and believes, and thereon alleges, that each of said
17 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
18 omissions, occurrences, and transactions alleged herein.

19 **GENERAL ALLEGATIONS**

20 11. Defendants design high-precision mechanical products for the racing, high-
21 performance serial vehicle, watchmaking, and aerospace markets, with at least two (2)
22 facilities in California. Upon information and belief, Defendants maintain a single,
23 centralized Human Resources (“HR”) department at their company headquarters in Valencia,
24 California, which is responsible for the recruiting and hiring of new employees, and
25 communicating and implementing Defendants’ company-wide policies, including timekeeping
26 policies and meal and rest period policies, to employees throughout California.

27 12. In particular, Plaintiff and class members, on information and belief, received
28 the same standardized documents and/or written policies. Upon information and belief, the

1 usage of standardized documents and/or written policies, including new-hire documents,
2 indicate that Defendants dictated policies at the corporate level and implemented them
3 company-wide, regardless of their employees' assigned locations or positions. Upon
4 information and belief, Defendants set forth uniform policies and procedures in several
5 documents provided at an employee's time of hire.

6 13. Upon information and belief, Defendants maintain a centralized Payroll
7 department at their company headquarters in Valencia, California, which processes payroll for
8 all non-exempt, hourly paid employees working for Defendants at their various locations in
9 California, including Plaintiff and class members. Based upon information and belief,
10 Defendants issue the same formatted wage statements to all non-exempt, hourly paid
11 employees in California, irrespective of their work locations. Upon information and belief,
12 Defendants process payroll for departing employees in the same manner throughout the State
13 of California, regardless of the manner in which each employee's employment ends.

14 14. Defendants continue to employ non-exempt or hourly paid employees in
15 California.

16 15. Plaintiff is informed and believes, and thereon alleges, that at all times herein
17 mentioned, Defendants were advised by skilled lawyers and other professionals, employees
18 and advisors knowledgeable about California labor and wage law, employment and personnel
19 practices, and about the requirements of California law.

20 16. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and class
21 members were not paid for all hours worked because all hours worked were not recorded.

22 17. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
23 should have known that Plaintiff and class members were entitled to receive certain wages for
24 overtime compensation and that they were not receiving certain wages for overtime
25 compensation.

26 18. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
27 should have known that Plaintiff and class members were entitled to be paid at a regular rate
28 of pay, and corresponding rates of pay for overtime wages and/or meal and rest period

1 premiums, that included as eligible income all remuneration required by law, including but not
2 limited to, all income derived from incentive pay, nondiscretionary bonuses, and/or other
3 forms of compensation, but failed to include all forms of remuneration in calculating the
4 regular rate of pay for Plaintiff and class members.

5 19. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
6 should have known that Plaintiff and class members were entitled to receive at least minimum
7 wages for compensation and that they were not receiving at least minimum wages for work
8 that was required to be done off-the-clock. In violation of the California Labor Code, Plaintiff
9 and class members were not paid at least minimum wages for work done off-the-clock.

10 20. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
11 should have known that Plaintiff and class members were entitled to meal periods in
12 accordance with the California Labor Code and applicable IWC Wage Order or payment of
13 one (1) additional hour of pay at their regular rates of pay when they were not provided with
14 timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and class members
15 were not provided with all meal periods or payment of one (1) additional hour of pay at their
16 regular rates of pay when they did not receive a timely, uninterrupted, thirty (30) minute meal
17 period.

18 21. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
19 should have known that Plaintiff and class members were entitled to rest periods in
20 accordance with the California Labor Code and applicable IWC Wage Order or payment of
21 one (1) additional hour of pay at their regular rates of pay when they were not authorized and
22 permitted to take a compliant rest period and that Plaintiff and class members were not
23 authorized and permitted to take compliant rest periods or provided with payment of one (1)
24 additional hour of pay at their regular rates of pay when they were not authorized and
25 permitted to take a compliant rest period.

26 22. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
27 should have known that Plaintiff and class members were entitled to receive complete and
28 accurate wage statements in accordance with California law. In violation of the California

1 Labor Code, Plaintiff and class members were not provided complete and accurate wage
2 statements.

3 23. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
4 should have known that they had a duty to maintain accurate and complete payroll records in
5 accordance with the California Labor Code and applicable IWC Wage Order, but willfully,
6 knowingly, and intentionally failed to do so.

7 24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
8 should have known that Plaintiff and class members were entitled to timely payment of all
9 wages earned upon termination of employment. In violation of the California Labor Code,
10 Plaintiff and class members did not receive payment of all wages due, including, but not
11 limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within
12 permissible time periods.

13 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
14 should have known that Plaintiff and class members were entitled to timely payment of wages
15 during their employment. In violation of the California Labor Code, Plaintiff and class
16 members did not receive payment of all wages, including, but not limited to, overtime wages,
17 minimum wages, and/or meal and rest period premiums, within permissible time periods.

18 26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
19 should have known that Plaintiff and class members were entitled to receive full
20 reimbursement for all business-related expenses and costs they incurred during the course and
21 scope of their employment and that they did not receive full reimbursement of applicable
22 business-related expenses and costs incurred.

23 27. Plaintiff is informed and believes, and thereon alleges, that at all times herein
24 mentioned, that Defendants knew or should have known that they had a duty to provide
25 Plaintiff and class members with safety devices and safeguards to protect their life, health, and
26 safety in the workplace, but failed to do so.

27 28. Plaintiff is informed and believes, and thereon alleges, that at all times herein
28 mentioned, Defendants knew or should have known that they had a duty to compensate

1 Plaintiff and class members for all hours worked, and that Defendants had the financial ability
2 to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and
3 falsely represented to Plaintiff and class members that they were properly denied wages, all in
4 order to increase Defendants' profits.

5 **PAGA REPRESENTATIVE ALLEGATIONS**

6 29. At all times herein set forth, PAGA provides that any provision of law under
7 the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be
8 assessed and collected by the Labor and Workforce Development Agency ("LWDA") for
9 violations of the California Labor Code and applicable IWC Wage Order may, as an
10 alternative, be recovered by aggrieved employees in a civil action brought on behalf of
11 themselves and other current or former employees pursuant to procedures outlined in
12 California Labor Code section 2699.3.

13 30. PAGA defines an "aggrieved employee" in Labor Code section 2699(c)(1) as
14 "any person who was employed by the alleged violator and personally suffered each of the
15 violations alleged."

16 31. Plaintiff and other current and former employees of Defendants are "aggrieved
17 employees" as defined by Labor Code section 2699(c)(1) in that they are all Defendants'
18 current or former employees and each of the alleged violations were committed against them.

19 32. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
20 employee, including Plaintiff, may pursue a civil action arising under PAGA after the
21 following requirements have been met:

22 (a) The aggrieved employee or representative shall give written notice by
23 online filing with the LWDA and by certified mail to the employer of
24 the specific provisions of the California Labor Code alleged to have
25 been violated, including the facts and theories to support the alleged
26 violation.

27 (b) An aggrieved employee's notice filed with the LWDA pursuant to
28 2699.3(a) and any employer response to that notice shall be

1 accompanied by a filing fee of seventy-five dollars (\$75).

- 2 (c) The LWDA shall notify the employer and the aggrieved employee or
3 representative by certified mail that it does not intend to investigate the
4 alleged violation ("LWDA Notice") within sixty (60) calendar days of
5 the postmark date of the aggrieved employee's notice. Upon receipt of
6 the LWDA Notice, or if no LWDA Notice is provided within sixty-five
7 (65) calendar days of the postmark date of the aggrieved employee's
8 notice, the aggrieved employee may commence a civil action pursuant
9 to California Labor Code section 2699 to recover civil penalties.

10 33. Pursuant to California Labor Code sections 2699.3(c), aggrieved employees,
11 through Plaintiff, may pursue a civil action arising under PAGA for violations of any
12 provision other than those listed in Section 2699.5 after the following requirements have been
13 met:

- 14 (a) The aggrieved employee or representative shall give written notice by
15 online filing with the LWDA and by certified mail to the employer of
16 the specific provisions of the California Labor Code alleged to have
17 been violated (other than those listed in Section 2699.5), including the
18 facts and theories to support the alleged violation.
- 19 (b) An aggrieved employee's notice filed with the LWDA pursuant to
20 2699.3(c) and any employer response to that notice shall be
21 accompanied by a filing fee of seventy-five dollars (\$75).
- 22 (c) The employer may cure the alleged violation within thirty-three (33)
23 calendar days of the postmark date of the notice sent by the aggrieved
24 employee or representative. The employer shall give written notice
25 within that period of time by certified mail to the aggrieved employee or
26 representative and by online filing with the LWDA if the alleged
27 violation is cured, including a description of actions taken, and no civil
28 action pursuant to Section 2699 may commence. If the alleged violation

1 is not cured within the 33-day period, the aggrieved employee may
2 commence a civil action pursuant to Section 2699.

3 34. On March 12, 2025, Plaintiff provided written notice by online filing to the
4 LWDA and by Certified Mail to Defendants of the specific provisions of the California Labor
5 Code alleged to have been violated, including facts and theories to support the alleged
6 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written
7 notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The
8 LWDA PAGA Administrator confirmed receipt of Plaintiff's written notice and assigned
9 Plaintiff PAGA Case Number LWDA-CM-1085710-25. On March 13, 2025, Plaintiff filed an
10 amended written notice by online filing to the LWDA and by certified mail to Defendants of
11 the specific provisions of the California Labor Code alleged to have been violated,
12 supplementing and/or clarifying the facts and theories to support the alleged violations set
13 forth in the original LWDA notice, in accordance with California Labor Code section 2699.3.
14 True and correct copies of Plaintiff's written notices to the LWDA and Defendants are
15 attached hereto as "Exhibit 1."

16 35. As of the filing date of this complaint, over 65 days have passed since Plaintiff
17 sent the notices described above to the LWDA, and the LWDA has not responded that it
18 intends to investigate Plaintiff's claims and Defendants have not cured the violations.

19 36. Thus, Plaintiff has satisfied the administrative prerequisites under California
20 Labor Code sections 2699.3(a)-(c) to recover civil penalties against Defendants for violations
21 of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 511, 512(a), 516,
22 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, 6401, and 6403.

23 37. Labor Code section 558(a) provides "[a]ny employer or other person acting on
24 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
25 provision regulating hours and days of work in any order of the Industrial Welfare
26 Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty
27 dollars (\$50) for each underpaid employee for each pay period for which the employee was
28 underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each

1 underpaid employee for each pay period for which the employee was underpaid” Labor
2 Code section 558(c) provides “[t]he civil penalties provided for in this section are in addition
3 to any other civil or criminal penalty provided by law.”

4 38. Defendants, at all times relevant to this complaint, were employers or persons
5 acting on behalf of an employer(s) who violated Plaintiff’s and other aggrieved employees’
6 rights by violating various sections of the California Labor Code as set forth above.

7 39. As set forth below, Defendants have violated numerous provisions of both the
8 Labor Code sections regulating hours and days of work as well as the applicable IWC Wage
9 Order.

10 40. Pursuant to PAGA, and in particular, California Labor Code sections 1194.5.
11 2699(a), 2699(k), 2699.3(a)-(c), and 2699.5, and section 558, Plaintiff, acting in the public
12 interest as a private attorney general, seeks assessment and collection of civil penalties and
13 injunctive relief for himself, all other aggrieved employees, and the State of California against
14 Defendants for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510,
15 511, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, 6401, and 6403.

16 **CLASS ACTION ALLEGATIONS**

17 41. Plaintiff brings this action on his own behalf, as well as on behalf of each and
18 all other persons similarly situated, and thus seeks class certification under California Code of
19 Civil Procedure section 382.

20 42. All claims alleged herein arise under California law for which Plaintiff seeks
21 relief authorized by California law.

22 43. Plaintiff’s proposed class consists of and is defined as follows:

23 All persons who worked for Defendants as non-exempt, hourly
24 paid employees in California, at any time from June 27, 2022,
until the date of trial (“Class”).

25 44. Plaintiff’s proposed subclass consists of and is defined as follows:

26 All persons who worked for Defendants as non-exempt, hourly
27 paid employees in California and who received at least one wage
28 statement within one (1) year prior to the filing of the initial
complaint until the date of trial (“Subclass”).

1 45. Members of the Class and Subclass are referred to herein as “class members.”

2 46. Plaintiff reserves the right to redefine the Class and Subclass and to add
3 additional subclasses as appropriate based on further investigation, discovery, and specific
4 theories of liability.

5 47. There are common questions of law and fact as to class members that
6 predominate over questions affecting only individual members, including, but not limited to:

- 7 (a) Whether Defendants required Plaintiff and class members to work over
8 eight (8) hours per day and/or over ten (10) hours per day, over twelve
9 (12) hours per day, or over forty (40) hours per week and failed to pay
10 all legally required overtime compensation to Plaintiff and class
11 members;
- 12 (b) Whether Defendants failed to include all forms of remuneration in the
13 regular rate of pay as required by law for purposes of paying overtime
14 wages and/or meal and rest period premiums to Plaintiff and class
15 members;
- 16 (c) Whether Defendants failed to pay Plaintiff and class members at least
17 minimum wages for all hours worked;
- 18 (d) Whether Defendants failed to provide Plaintiff and class members with
19 meal periods;
- 20 (e) Whether Defendants failed to authorize and permit Plaintiff and class
21 members to take rest periods;
- 22 (f) Whether Defendants provided Plaintiff and class members with
23 complete and accurate wage statements as required by California Labor
24 Code section 226(a);
- 25 (g) Whether Defendants maintained accurate payroll records as required by
26 California Labor Code section 1174(d);
- 27 (h) Whether Defendants failed to pay earned overtime wages, minimum
28 wages, and/or meal and rest period premiums, due to Plaintiff and class

members upon their discharge;

- (i) Whether Defendants failed timely to pay overtime wages, minimum wages, and/or meal and rest period premiums, due to Plaintiff and class members during their employment;
- (j) Whether Defendants failed to reimburse Plaintiff and class members for necessary and required business-related expenditures and/or losses incurred by them in the scope of their employment;
- (k) Whether Defendants failed to provide Plaintiff and class members with safety devices and safeguards, such as personal protective equipment;
- (l) Whether Defendants engaged in unlawful and unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*; and
- (m) The appropriate amount of damages, restitution, or monetary penalties resulting from Defendants' violations of California law.

48. There is a well-defined community of interest in the litigation and the class members are readily ascertainable:

- (a) Numerosity: The class members are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than one hundred (100) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.
- (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each class member with whom he has a well-defined community of interest, and Plaintiff's claims (or defenses, if any) are typical of all class members as demonstrated herein.
- (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each class member with whom he has a well-

1 defined community of interest and typicality of claims, as demonstrated
2 herein. Plaintiff acknowledges that he has an obligation to make known
3 to the Court any relationship, conflicts or differences with any class
4 member. Plaintiff's attorneys, the proposed class counsel, are versed in
5 the rules governing class action discovery, certification, and settlement.
6 Plaintiff has incurred, and throughout the duration of this action, will
7 continue to incur costs and attorneys' fees that have been, are, and will
8 be necessarily expended for the prosecution of this action for the
9 substantial benefit of each class member.

10 (d) Superiority: The nature of this action makes the use of class action
11 adjudication superior to other methods. A class action will achieve
12 economies of time, effort, and expense as compared with separate
13 lawsuits, and will avoid inconsistent outcomes because the same issues
14 can be adjudicated in the same manner and at the same time for the
15 entire class.

16 (e) Public Policy Considerations: Employers in the State of California
17 violate employment and labor laws every day. Current employees are
18 often afraid to assert their rights out of fear of direct or indirect
19 retaliation. Former employees are fearful of bringing actions because
20 they believe their former employers might damage their future
21 endeavors through negative references and/or other means. Class
22 actions provide the class members who are not named in the complaint
23 with a type of anonymity that allows for the vindication of their rights
24 while simultaneously protecting their privacy.

25 **FIRST CAUSE OF ACTION**

26 **Violation of California Labor Code §§ 510, 511, and 1198—Unpaid Overtime**

27 **(Against all Defendants)**

28 49. Plaintiff incorporates by reference and re-alleges as if fully stated herein each

1 and every allegation set forth above.

2 50. Labor Code section 1198 makes it illegal to employ an employee under
3 conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor
4 Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission
5 shall be the . . . standard conditions of labor for employees. The employment of any employee
6 . . . under conditions of labor prohibited by the order is unlawful.”

7 51. California Labor Code section 1198 and the applicable IWC Wage Order
8 provide that it is unlawful to employ persons without compensating them at a rate of pay
9 either time-and-one-half or two-times that person’s regular rate of pay, depending on the
10 number of hours worked by the person on a daily or weekly basis.

11 52. Specifically, the applicable IWC Wage Order provides that Defendants are and
12 were required to pay Plaintiff and class members working more than eight (8) hours in a day
13 or more than forty (40) hours in a workweek, at the rate of time and one-half (1 ½) for all
14 hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a
15 workweek.

16 53. The applicable IWC Wage Order further provides that Defendants are and were
17 required to pay Plaintiff and class members working more than twelve (12) hours in a day,
18 overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s
19 regular rate of pay includes all remuneration for employment paid to, or on behalf of, the
20 employee, including nondiscretionary bonuses and incentive pay.

21 54. California Labor Code section 510 codifies the right to overtime compensation
22 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
23 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the
24 seventh (7th) day of work, and to overtime compensation at twice the employee’s regular rate
25 of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours
26 in a day on the seventh (7th) day of work.

27 55. California Labor Code section 511 and the applicable IWC Wage Order allow
28 employers, with the employees’ approval, to offer an alternative workweek schedule that

1 authorizes employees to work no more than ten (10) hours per day within a 40-hour
2 workweek without receiving overtime compensation. An alternative workweek schedule must
3 pay the employees overtime at one and one-half times their regular hourly rate for work in
4 excess of ten (10) hours per day or forty (40) hours per week. Overtime must be paid at twice
5 the employees' regular hourly rate for work in excess of twelve (12) hours a day. Labor Code
6 511 and the applicable IWC Wage order further provide that an employer may not implement
7 an alternative workweek schedule unless at least two-thirds of the affected employees approve
8 the schedule through a secret ballot election, and the results must be reported to the California
9 Division of Labor Standards Enforcement within 30 days after the results are final.

10 56. During the relevant time period, Defendants willfully failed to pay all overtime
11 wages owed to Plaintiff and class members. During the relevant time period, Plaintiff and
12 class members were not paid overtime premiums for all of the hours they worked in excess of
13 eight (8) hours in a day, in excess of ten (10) hours in a day, in excess of twelve (12) hours in
14 a day, and/or in excess of forty (40) hours in a week, because all hours worked were not
15 recorded.

16 57. First, during the relevant time period, Defendants had, and continue to have, a
17 company-wide policy and/or practice of discouraging and impeding Plaintiff and class
18 members from recording hours worked that were outside of their scheduled shifts in order to
19 limit the amount of overtime employees could accrue. This policy of limiting overtime led
20 Plaintiff and class members to work off-the-clock outside of their scheduled shift times. For
21 example, approximately three (3) times per week, Plaintiff was required to engage in
22 discussions with Defendants' Team Leaders regarding work-related matters. These
23 discussions, which lasted approximately 3-4 minutes, occurred after Plaintiff had already
24 clocked out.

25 58. Second, during the relevant time period, Defendants provided Plaintiff and
26 class members with a limited number of timekeeping terminals at their facilities, which
27 impeded their ability to clock in at the start of their shifts and resulted in Plaintiff and class
28 members having to wait in line off-the-clock and under Defendants' control, time for which

1 they were paid. For instance, Defendants provided Plaintiff and class members who worked
2 at their facility on Hancock Parkway in Valencia, California with only five (5) timekeeping
3 terminals for them to clock in for a shift, thus forcing Plaintiff and class members to wait in
4 line off-the-clock. For example, Plaintiff would be ready to clock in for the start of his shifts,
5 but was required to wait in a line of 4-5 employees before being able to clock in. Moreover,
6 employees from the prior shift also used these same five (5) timekeeping terminals to clock
7 out, further contributing to delays and more time spent waiting in line off-the-clock. Thus,
8 Defendants failed to track all of the time that employees spent performing work-related tasks
9 outside of their shifts, and Plaintiff and class members received no compensation for this time.

10 59. Third, Defendants had, and continue to have, company-wide policies and/or
11 practices of understaffing their facilities while assigning heavy workloads, including
12 pressuring employees to ensure the continuous operation of machinery and meet production
13 deadlines and goals. Defendants' policies and/or practices resulted in a failure to provide
14 Plaintiff and class members with adequate meal period coverage, and thus, Plaintiff and class
15 members were not always afforded uninterrupted 30-minute meal periods during shifts when
16 they were entitled to receive a meal period. Also, Defendants have systematically, and on a
17 company-wide basis, understaffed their facilities by adopting a single-staffing model for some
18 positions, such as Robot Operator, whereby only one (1) employee was scheduled to work at a
19 time, thereby failing to provide adequate meal period coverage to permit those employees to
20 take compliant meal periods. For example, at least three (3) times per week, Plaintiff's meal
21 periods were interrupted by Defendants' Team Leaders requiring that he immediately return to
22 the work area to reset any of the four (4) robotic machines Plaintiff was responsible for
23 overseeing, should any of them momentarily stop for any reason. Consequently, Plaintiff and
24 class members were required to work through their meal periods and/or had their meal periods
25 interrupted or cut short in order to complete their assigned duties, time for which they were
26 not paid.

27 60. Fourth, on information and belief, Defendants maintained a company-wide on-
28 premises meal period policy, which mandated that Plaintiff and class members remain on their

1 facility premises during their unpaid meal periods. Because Plaintiff and class members were
2 restricted from leaving the premises during meal periods, they were denied the ability to use
3 their meal periods freely for their own purposes. For example, Plaintiff and class members
4 were unable to run personal errands because they were unable to leave the work premises.
5 Thus, Defendants effectively maintained control over Plaintiff and class members during their
6 unpaid meal periods.

7 61. Fifth, Defendants had, and continue to have, a company-wide policy and/or
8 practice of failing to pay proper overtime when they required Plaintiff and class members to
9 work outside of their regularly scheduled alternative workweek schedule and failed to pay all
10 applicable overtime and/or double-time compensation owed for such hours of work. In
11 addition, to the extent Defendants implemented an alternative workweek schedule as to
12 Plaintiff and class members, Defendants failed to comply with all requirements for
13 implementing an alternative workweek schedule, including, but not limited to, holding proper
14 workweek elections for the employees working alternative workweeks. Moreover,
15 Defendants deviated from the scheduled alternative workweek schedule so frequently, and
16 much more than occasionally, such that the alternative workweek schedule could not be seen
17 as regularly reoccurring, and is therefore invalid. Additionally, Plaintiff and class members
18 often failed to receive two (2) consecutive days off each workweek as required by the
19 applicable IWC Wage Order in order for there to be a valid alternative workweek schedule.
20 Accordingly, Defendants owe Plaintiff and class members unpaid overtime wages.

21 62. Defendants knew or should have known that as a result of these company-wide
22 practices and/or policies, Plaintiff and class members were performing their assigned duties
23 off-the-clock outside of their shifts and during meal periods, and were suffered or permitted to
24 perform work for which they were not paid. Because Plaintiff and class members worked
25 shifts of eight (8) hours or more a day and/or shifts of ten (10) hours or more a day, or forty
26 (40) hours a week or more, some of this off-the-clock work qualified for overtime premium
27 pay. Therefore, Plaintiff and class members were not paid overtime wages for all of the
28 overtime hours they actually worked.

1 63. Moreover, Defendants did not pay Plaintiff and class members the correct
2 overtime rate for the recorded overtime hours that they generated. In addition to an hourly
3 wage, Defendants paid Plaintiff and class members incentive pay, nondiscretionary bonuses,
4 and/or other forms of remuneration. However, in violation of the California Labor Code,
5 Defendants failed to incorporate all compensation, including incentive pay, nondiscretionary
6 bonuses, and/or other forms of remuneration, into the calculation of the regular rate of pay for
7 purposes of calculating the overtime wage rate. Therefore, during times when Plaintiff and
8 class members worked overtime and received these other forms of pay, Defendants failed to
9 pay all overtime wages by paying a lower overtime rate than required.

10 64. For example, Defendants paid Plaintiff and class members incentive pay and/or
11 nondiscretionary bonuses which were listed on Plaintiff's and class members' wage
12 statements as "Bonus." During pay periods that Plaintiff and class members were paid
13 overtime wages, Defendants did not incorporate the incentive pay and/or nondiscretionary
14 bonuses into Plaintiff's and class members' regular rate of pay and, as a result, paid them at
15 incorrect and lower rates of pay for overtime hours worked. Specifically, Defendants paid
16 Plaintiff and class members 1.5 times their hourly rate of pay instead of 1.5 times their regular
17 rate of pay. Defendants' failure to properly calculate the overtime rates of pay based on all
18 remuneration paid has resulted in an underpayment of overtime wages to Plaintiff and class
19 members on a company-wide basis.

20 65. Defendants' failure to pay Plaintiff and class members the balance of overtime
21 compensation as required by California law, violates the provisions of California Labor Code
22 sections 510, 511, and 1198. Pursuant to California Labor Code section 1194, Plaintiff and
23 class members are entitled to recover from Defendants their unpaid overtime compensation, as
24 well as interest, costs, and attorneys' fees.

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SECOND CAUSE OF ACTION
Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198—Unpaid
Minimum Wages
(Against all Defendants)

66. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

67. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 1-2001 as “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.” Cal. Code Regs. tit. 8, § 11010(2)(G) (defining “Hours Worked”).

68. As set forth above, as a result of Defendants’ policy of limiting the amount of overtime employees could accrue, Defendants required Plaintiff and class members to perform work off-the-clock outside of their scheduled shifts, such as engaging in discussions with Defendants’ Team Leaders regarding work-related matters, and waiting in a line of employees to clock in at an inadequate number of timekeeping terminals. Defendants failed to track this time that Plaintiff and class members spent working off-the-clock, and Plaintiff and class members received no compensation for this time.

69. Further, as also stated, due to Defendants’ policies and/or practices of understaffing and/or single-staffing their facilities while assigning heavy workloads, including pressuring employees to ensure the continuous operation of machinery and meet production deadlines and goals, and requiring employees to remain on work premises during meal periods, Plaintiff and class members were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock during meal periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties during unpaid meal periods.

70. Defendants did not pay minimum wages for all hours worked by Plaintiff and class members. To the extent that these off-the-clock hours did not qualify for overtime premium payment, Defendants did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

71. Defendants' failure to pay Plaintiff and class members minimum wages violates California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Pursuant to California Labor Code section 1194.2, Plaintiff and class members are entitled to recover from Defendants liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

THIRD CAUSE OF ACTION

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198—Meal Period

Violations

(Against all Defendants)

72. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

73. At all relevant times herein set forth, California Labor Code section 512(a) provides that an employer may not require, cause, or permit an employee to work for a period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

74. At all relevant times herein set forth, California Labor Code sections 226.7, 512(a), 516, and 1198 provide that no employer shall require an employee to work during any meal period mandated by an applicable order of the IWC.

75. At all relevant times herein set forth, Labor Code sections 226.7 and 512(a), and the applicable IWC Wage Order also require employers to provide a second meal period

1 of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay
2 an employee one (1) additional hour of pay at the employee's regular rate, except that if the
3 total hours worked is no more than twelve (12) hours, the second meal period may be waived
4 by mutual consent of the employer and the employee only if the first meal period was not
5 waived.

6 76. Under California law, an employer cannot evade meal period requirements via
7 the use of "on-duty" meal agreements because it understaffs its locations. *Abdullah v. U.S.*
8 *Sec. Assocs.*, 731 F.3d 952, 963 (9th Cir. Cal. 2013). In addition, an employee must be
9 provided with the opportunity to eat his or her meal while performing the duties required and
10 any on-duty meal period must, like any off-duty meal period, be at least 30 minutes long.
11 *L'Chaim House, Inc., et al. v. Division of Labor Standards Enforcement*, 38 Cal. App. 5th 141
12 (2019).

13 77. First, as stated, Defendants had, and continue to have, company-wide policies
14 and/or practices of understaffing their facilities, including single-staffing certain positions
15 such as Robot Operator, while assigning heavy workloads, including pressuring employees to
16 ensure the continuous operation of machinery and meet production deadlines and goals, which
17 has resulted in a lack of meal period coverage and prevented Plaintiff and class members from
18 taking all timely, uninterrupted meal periods to which they were entitled.

19 78. As a result, Plaintiff and class members had to work through all or part of their
20 meal periods, had their meal periods interrupted, and/or had to wait extended periods of time
21 before taking meal periods. For example, as stated, at least three (3) times per week,
22 Plaintiff's meal periods were interrupted by Defendants' Team Leaders requiring that he
23 immediately return to the work area to reset any of the four (4) robotic machines Plaintiff was
24 responsible for overseeing, should any of them momentarily stop for any reason.

25 79. Second, as stated above, on information and belief, during the relevant time
26 period, Defendants maintained and implemented a company-wide on-premises meal period
27 policy for employees, which mandated that Plaintiff and class members, on threat of
28 discipline, remain on the work premises during their meal periods. Because Plaintiff and class

1 members were restricted from leaving the premises during meal periods, they were denied the
2 ability to use their meal periods freely for their own purposes. Thus, Defendants effectively
3 maintained control over Plaintiff and class members during meal periods.

4 80. Third, Defendants did not provide Plaintiff and class members with second 30-
5 minute meal periods on days that they worked in excess of 10 hours in one day. For example,
6 on days where Plaintiff worked in excess of 10 hours in one day, he was not provided with a
7 second meal period. Plaintiff and class members did not sign valid meal period waivers on
8 days that they were entitled to meal periods and were not relieved of all duties. To the extent
9 Defendants required Plaintiff and class members to sign written “on-duty” meal period
10 agreements, such agreements are invalid as the nature of the work performed by Plaintiff and
11 class members and do not necessitate an “on-duty” meal period under California law.

12 81. At all times herein mentioned, Defendants knew or should have known that, as
13 a result of these policies, Plaintiff and class members were prevented from being relieved of
14 all duties and required to perform some of their assigned duties during meal periods.
15 Defendants further knew or should have known that Defendants did not pay Plaintiff and class
16 members meal period premiums when meal periods were missed, shortened, interrupted,
17 and/or late.

18 82. Moreover, Defendants engaged in a company-wide practice and/or policy of
19 not paying meal period premiums owed when compliant meal periods are not provided.
20 Because of this practice and/or policy, Plaintiff and class members have not received premium
21 pay for missed, late, and interrupted meal periods. Alternatively, to the extent that Defendants
22 did pay Plaintiff and class members premium pay for missed, late, and interrupted meal
23 periods, Defendants did not pay Plaintiff and class members at the correct rate of pay for
24 premiums because Defendants systematically failed to include all forms of compensation,
25 such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the
26 regular rate of pay. As a result, Defendants failed to provide Plaintiff and class members
27 compliant meal periods in violation of California Labor Code sections 226.7, 512(a), and 516
28 and failed to pay the full meal period premiums due.

83. Defendants’ conduct violates the applicable IWC Wage Order, and California Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and class members are therefore entitled to recover from Defendants one (1) additional hour of pay at the employee’s regular rate of compensation for each work day that the meal period was not provided.

FOURTH CAUSE OF ACTION

Violation of California Labor Code §§ 226.7, 516, and 1198—Rest Period Violations (Against all Defendants)

84. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

85. At all relevant times herein set forth, the applicable IWC Wage Order and California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff’s and class members’ employment by Defendants.

86. At all relevant times, the applicable IWC Wage Order provides that “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period” and that the “rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof” unless the total daily work time is less than three and one-half (3 ½) hours.

87. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must “relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest.” *Augustus v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016). California Labor Code section 226.7 and the applicable IWC Wage Order also provide that rest periods shall be counted as hours worked for which there shall be no deduction from wages.

1 88. Pursuant to the applicable IWC Wage Order and California Labor Code section
2 226.7(c), Plaintiff and class members are entitled to recover from Defendants one (1)
3 additional hour of pay at their regular rates of pay for each work day that a required rest
4 period was not authorized and permitted.

5 89. During the relevant time period, Defendants regularly failed to authorize and
6 permit Plaintiff and class members to take a ten (10) minute rest period per each four (4) hour
7 period worked or major fraction thereof. As with meal periods, Defendants' company-wide
8 practices, including understaffing and/or single-staffing while assigning heavy workloads,
9 prevented Plaintiff and class members from being relieved of all duty to take rest periods.

10 90. Furthermore, Defendants maintained and implemented a company-wide on-
11 premises rest period policy, which mandated that Plaintiff and class members remain on the
12 premises during their rest periods. Because Plaintiff and class members were restricted from
13 leaving the premises during rest periods, they were denied the ability to use their rest periods
14 freely for their own purposes, such as completing personal errands. Thus, Defendants
15 effectively maintained control over Plaintiff and class members during rest periods.

16 91. As a result of Defendants' practices and policies, Plaintiff and class members
17 worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without
18 receiving all uninterrupted rest periods to which they were entitled. For example, about three
19 (3) times per week, Plaintiff's rest periods were interrupted by Defendants' Team Leaders
20 requiring that he immediately return to the work area to reset any of the four (4) robotic
21 machines Plaintiff was responsible for overseeing, should any of them momentarily stop for
22 any reason.

23 92. Defendants have also engaged in a company-wide practice and/or policy of not
24 paying rest period premiums owed when compliant rest periods are not authorized and
25 permitted. Because of this practice and/or policy, Plaintiff and class members have not
26 received premium pay for all missed rest periods. Alternatively, to the extent that Defendants
27 did pay Plaintiff and class members one (1) additional hour of premium pay for missed rest
28 periods, Defendants did not pay Plaintiff and class members at the correct rate of pay for

premium wages because Defendants failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of compensation, in the regular rate of pay. As a result, Defendants denied Plaintiff and class members rest periods and failed to pay them rest period premiums due, in violation of Labor Code sections 226.7 and 516, and the applicable IWC Wage Order.

93. Defendants' conduct violates the applicable IWC Wage Order and California Labor Code sections 226.7, 516, and 1198. Plaintiff and class members are therefore entitled to recover from Defendants one (1) additional hour of pay at the employee's regular rate of compensation for each work day that a compliant rest period was not authorized and permitted.

FIFTH CAUSE OF ACTION

Violation of California Labor Code §§ 226(a), 1174(d), and 1198—Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records (Against all Defendants)

94. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

95. At all relevant times herein set forth, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate and complete itemized wage statement in writing, including, but not limited to, the name and address of the legal entity that is the employer, the inclusive dates of the pay period, total hours worked, and all applicable rates of pay.

96. At all relevant times, Defendants have knowingly and intentionally provided Plaintiff and Subclass members with uniform, incomplete, and inaccurate wage statements. For example, Defendants issued uniform wage statements to Plaintiff and Subclass members that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages and/or meal and rest period premiums, and the corresponding number of hours worked at each hourly rate. Specifically, Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5),

1 and 226(a)(9).

2 97. Because Defendants did not record the time Plaintiff and Subclass members
3 spent working off the clock, Defendants did not list the correct amount of gross wages and net
4 wages earned by Plaintiff and Subclass members in compliance with sections 226(a)(1) and
5 226(a)(5). For the same reason, Defendants failed to accurately list the total number of hours
6 worked by Plaintiff and Subclass members, in violation of section 226(a)(2), and failed to list
7 the applicable hourly rates of pay in effect during the pay period and the corresponding
8 accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

9 98. Moreover, because Defendants did not calculate Plaintiff's and Subclass
10 members' regular rate of pay correctly for purposes of paying overtime wages and/or meal and
11 rest period premiums, Defendants did not list the correct amount of gross wages in compliance
12 with section 226(a)(1). For the same reason, Defendants failed to list the correct amount of
13 net wages in violation of section 226(a)(5). Defendants also failed to correctly list all
14 applicable hourly rates in effect during the pay period, namely, correct rates of pay for
15 overtime wages and/or meal and rest period premiums, in violation of section 226(a)(9).

16 99. The wage statement deficiencies also include, among other things, failing to list
17 the number of piece-rate units earned and any applicable piece rate if the employee is paid on
18 a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period
19 for which employees were paid; failing to list the name of the employee and only the last four
20 digits of his or her social security number or an employee identification number other than a
21 social security number; failing to list the name and address of the legal entity that is the
22 employer; and/or failing to state all hours worked as a result of not recording or stating hours
23 worked off-the-clock.

24 100. California Labor Code section 1174(d) provides that "[e]very person employing
25 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
26 employed and the ages of all minors" and "[k]eep, at a central location in the state or at the
27 plants or establishments at which employees are employed, payroll records showing the hours
28 worked daily by and the wages paid to, and the number of piece-rate units earned by and any

1 applicable piece rate paid to, employees employed at the respective plants or
2 establishments” At all relevant times, and in violation of Labor Code section 1174(d),
3 Defendants willfully failed to maintain accurate payroll records for Plaintiff and Subclass
4 members showing the daily hours they worked and the wages paid thereto as a result of failing
5 to record the off-the-clock hours that they worked.

6 101. California Labor Code section 1198 provides that the maximum hours of work
7 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as
8 set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he
9 employment of any employees for longer hours than those fixed by the order or under
10 conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC
11 Wage Order, employers are required to keep accurate time records showing when the
12 employee begins and ends each work period and meal period. During the relevant time
13 period, Defendants engaged in company-wide practices and/or policies of failing to record
14 actual hours worked, and thereby failed to keep accurate records of work period and meal
15 period start and end times for Plaintiff and Subclass members, in violation of section 1198.
16 Also, in light of Defendants’ failure to provide Plaintiff and Subclass members with second
17 30-minute meal periods to which they were entitled, Defendants kept no records of meal start
18 and end times for second meal periods.

19 102. Plaintiff and Subclass members are entitled to recover from Defendants the
20 greater of their actual damages caused by Defendants’ failure to comply with California Labor
21 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per
22 employee.

23 SIXTH CAUSE OF ACTION

24 Violation of California Labor Code §§ 201 and 202—Wages Not Timely Paid Upon 25 Termination 26 (Against all Defendants)

27 103. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
28 and every allegation set forth above.

1 104. At all times relevant herein set forth, Labor Code sections 201 and 202 provide
2 that if an employer discharges an employee, the wages earned and unpaid at the time of
3 discharge are due and payable immediately, and that if an employee voluntarily leaves his or
4 her employment, his or her wages shall become due and payable not later than seventy-two
5 (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of
6 his or her intention to quit, in which case the employee is entitled to his or her wages at the
7 time of quitting.

8 105. On information and belief, Defendants have a company-wide practice and/or
9 policy of paying departing employees their final wages late, instead of adhering to the time
10 requirements set forth in Labor Code sections 201 and 202. For example, Plaintiff provided
11 Defendants with a two-week notice of his intent to resign from his employment, and his last
12 date of work was March 21, 2024. However, on information and belief, Defendants did not
13 provide Plaintiff with his final wages until March 27, 2024. Thus, Defendants failed to pay
14 Plaintiff his final wages within the requisite time limit, in violation of California Labor Code
15 section 202.

16 106. In addition, Defendants willfully failed to pay Plaintiff and class members who
17 are no longer employed by Defendants the earned and unpaid wages set forth above, including
18 but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums,
19 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants'
20 employ.

21 107. Defendants' failure to pay Plaintiff and class members who are no longer
22 employed by Defendants their wages earned and unpaid at the time of discharge, or within
23 seventy-two (72) hours of their leaving Defendants' employ, violates Labor Code sections 201
24 and 202. Plaintiff and class members are therefore entitled to recover from Defendants the
25 statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a
26 thirty (30) day maximum pursuant to California Labor Code section 203.

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SEVENTH CAUSE OF ACTION
Violation of California Labor Code § 204—Failure to Timely Pay Wages During
Employment
(Against all Defendants)

108. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

109. This cause of action is dependent upon, and wholly derivative of, the overtime wages, minimum wages, and/or meal and rest period premiums that were not timely paid to Plaintiff and class members during their employment.

110. At all times relevant herein set forth, Labor Code section 204 provides that all wages earned by any person in any employment between the first (1st) and the fifteenth (15th) days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of the month during which the labor was performed.

111. At all times relevant herein, Labor Code section 204 provides that all wages earned by any person in any employment between the sixteenth (16th) and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the first (1st) and the tenth (10th) day of the following month.

112. At all times relevant herein, Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

113. During the relevant time period, Defendants willfully failed to pay Plaintiff and class members all wages due including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within the time periods specified by California Labor

Code section 204.

114. Defendants' failure to pay Plaintiff and class members all wages due violates Labor Code section 204. Plaintiff and class members are therefore entitled to recover from Defendants the statutory penalty wages pursuant to California Labor Code section 210.

EIGHTH CAUSE OF ACTION

Violation of California Labor Code § 2802—Unpaid Business-Related Expenses (Against all Defendants)

115. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

116. At all times herein set forth, California Labor Code section 2802 provides that an employer must reimburse employees for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 1-2001, provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may provide and maintain hand tools and equipment customarily required by the trade or craft."

117. During the relevant time period, Defendants, on a company-wide basis, required Plaintiff and class members to use their personal mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job duties but failed to reimburse them for the costs of their work-related mobile device and/or mobile data expenses. For example, Plaintiff was required to use his personal cellular phone and/or mobile data to communicate with Defendants' engineering employees to troubleshoot issues with robotic machinery, often having to take and send pictures to them. Although Defendants required Plaintiff and class members to use their personal mobile devices and mobile data to carry out their work-related duties, Defendants failed to reimburse them for their costs incurred.

118. Also, during the relevant time period, Defendants required Plaintiff and class members to wear special safety shoes such as steel-toed boots, which they were required to wear while at work and necessary for the performance of their duties. For example, Plaintiff spent approximately \$200 per year during his employment on steel-toed boots, but he was not reimbursed for these costs. Thus, Defendants failed to provide or reimburse Plaintiff and class members for the steel-toed boots they required employees to wear during their shifts.

119. Defendants could have provided Plaintiff and class members with the actual equipment for use on the job, such as company mobile devices and steel-toed boots, or Defendants could have reimbursed employees for the cost of their mobile device usage and supplies and/or boot expenses. Instead, Defendants passed these operating costs onto Plaintiff and class members. At all relevant times, Plaintiff did not earn at least two (2) times the minimum wage.

120. Defendants' company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred and passing on their operating costs to Plaintiff and class members violates California Labor Code section 2802. Defendants have intentionally and willfully failed to reimburse Plaintiff and class members for necessary business-related expenses and costs.

121. Pursuant to California Labor Code section 2802, Plaintiff and class members are entitled to recover from Defendants their business-related expenses incurred during the course and scope of their employment, plus interest, costs, and attorneys' fees.

NINTH CAUSE OF ACTION

For Civil Penalties Pursuant to California Labor Code §§ 2698, *et seq.*

(Against all Defendants)

122. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

123. California Labor Code §§ 2698, *et seq.* ("PAGA") permits Plaintiff to recover civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 1174(d), and

1 1198. Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to
2 recover civil penalties for violations of those Labor Code sections not found in section 2699.5,
3 including sections 226(a), 226.7, 510, 511, 512(a), 516, 1182.12, 1194, 1197, 1197.1, 2802,
4 6401, and 6403.

5 124. Defendants' conduct, as alleged herein, violates numerous sections of the
6 California Labor Code, including, but not limited to, the following:

- 7 (a) Violation of Labor Code sections 510, 511, and 1198, and the applicable
8 IWC Wage Order for Defendants' failure to compensate Plaintiff and
9 other aggrieved employees with all required overtime pay, as alleged
10 herein;
- 11 (b) Violation of Labor Code sections 226.7, 510, and 1198, and the
12 applicable IWC Wage Order for Defendants' failure to include all forms
13 of remuneration in the regular rate of pay as required by law for
14 purposes of paying overtime wages and/or meal and rest period
15 premiums to Plaintiff and other aggrieved employees, as alleged herein;
- 16 (c) Violation of Labor Code sections 1182.12, 1194, 1197, 1197.1, and
17 1198, and the applicable IWC Wage Order for Defendants' failure to
18 compensate Plaintiff and other aggrieved employees with at least
19 minimum wages for all hours worked, as alleged herein;
- 20 (d) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
21 applicable IWC Wage Order for Defendants' failure to provide Plaintiff
22 and other aggrieved employees with meal periods, as alleged herein;
- 23 (e) Violation of Labor Code sections 226.7, 516, and 1198, and the
24 applicable IWC Wage Order for Defendants' failure to authorize and
25 permit Plaintiff and other aggrieved employees to take rest periods, as
26 alleged herein;
- 27 (f) Violation of Labor Code sections 226(a) and 1198, and the applicable
28 IWC Wage Order for failure to provide accurate and complete wage

- 1 statements to Plaintiff and other aggrieved employees, as alleged herein;
- 2 (g) Violation of Labor Code sections 1174(d) and 1198, and the applicable
- 3 IWC Wage Order for failure to maintain payroll records, as alleged
- 4 herein;
- 5 (h) Violation of Labor Code sections 201 and 202 for failure to pay all
- 6 earned wages upon termination, as alleged herein;
- 7 (i) Violation of Labor Code section 204 for failure to pay all earned wages
- 8 during employment, as alleged herein;
- 9 (j) Violation of Labor Code section 2802 for failure to reimburse Plaintiff
- 10 and other aggrieved employees for all business expenses necessarily
- 11 incurred, as alleged herein; and
- 12 (k) Violation of Labor Code sections 6401 and 6403 for failure to provide
- 13 Plaintiff and other aggrieved employees with safety devices and
- 14 safeguards for the workplace, as set forth below.

15 125. At all relevant times herein, California Labor Code section 6401 provides that

16 employers must furnish and use safety devices and safeguards, and adopt and use practices,

17 means, methods, operations, and processes which are reasonably adequate to render the

18 employment and place of employment safe and healthy. California Labor Code Section 6401

19 further provides that an employer must do everything reasonably necessary to protect the life,

20 safety, and health of their employees. California Labor Code section 6403(a) requires that

21 employers provide and use safety devices and safeguards reasonably adequate to render the

22 employment and place of employment safe.

23 126. During the relevant time period, Defendants failed to provide Plaintiff and

24 other aggrieved employees with personal protective equipment, such as steel-toed boots, to

25 keep them safe in the workplace. Despite the fact that Defendants required Plaintiff and other

26 aggrieved employees to wear certain personal protective equipment, including steel-toed

27 boots, while engaged in their work-related duties, Defendants failed to provide such

28 reasonably necessary equipment to Plaintiff and other aggrieved employees to keep them safe.

127. Defendants' failure to provide Plaintiff and other aggrieved employees with safety devices and safeguards for the workplace violates California Labor Code sections 6401 and 6403. Plaintiff and other aggrieved employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (k).

128. Plaintiff and other aggrieved employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (k).

TENTH CAUSE OF ACTION

Violation of California Business & Professions Code §§ 17200, *et seq.* –

Unlawful Business Practices

(Against all Defendants)

129. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

130. Defendants are "persons" as defined by California Business & Professions Code section 17201, as they are corporations, firms, partnerships, joint stock companies, and/or associations.

131. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful and harmful to Plaintiff, class members, and to the general public. Plaintiff has suffered injury in fact and has lost money as a result of Defendants' unlawful business practices. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

132. Defendants' activities, as alleged herein, are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code sections 17200, *et seq.*

133. A violation of California Business & Professions Code sections 17200, *et seq.* may be predicated on the violation of any state or federal law. In the instant case, Defendants' policies and practices have violated state law in at least the following respects:

- (a) Requiring non-exempt, hourly paid employees, including Plaintiff and class members, to work overtime without paying them proper

1 compensation in violation of California Labor Code sections 510, 511,
2 and 1198, and the applicable IWC Wage Order, as alleged herein;

3 (b) Failing to include all forms of remuneration in the regular rate of pay as
4 required by law for purposes of paying overtime wages and/or meal and
5 rest period premiums to Plaintiff and class members, in violation of
6 California Labor Code sections 226.7, 510, and 1198, and the applicable
7 IWC Wage Order, as alleged herein;

8 (c) Failing to pay at least minimum wage to Plaintiff and class members in
9 violation of California Labor Code sections 1182.12, 1194, 1197,
10 1197.1, and 1198, and the applicable IWC Wage Order, as alleged
11 herein;

12 (d) Failing to provide all meal periods to Plaintiff and class members in
13 violation of California Labor Code sections 226.7, 512(a), 516, and
14 1198, and the applicable IWC Wage Order, as alleged herein;

15 (e) Failing to authorize and permit Plaintiff and class members to take all
16 rest periods in violation of California Labor Code sections 226.7, 516,
17 and 1198, and the applicable IWC Wage Order, as alleged herein;

18 (f) Failing to provide Plaintiff and class members with accurate wage
19 statements and failing to maintain accurate payroll records in violation
20 of California Labor Code sections 226(a), 1174(d), and 1198, and the
21 applicable IWC Wage Order, as alleged herein;

22 (g) Failing timely to pay all earned wages to Plaintiff and class members in
23 violation of California Labor Code section 204, as alleged herein;

24 (h) Failing to reimburse Plaintiff and class members for all business
25 expenses necessarily incurred in violation of California Labor Code
26 section 2802, as alleged herein; and

27 (i) Failing to provide Plaintiff and class members with safety devices and
28 safeguards, such as personal protective equipment, in violation of

1 California Labor Code sections 6401 and 6403, as set forth below.

2 134. At all relevant times herein, California Labor Code section 6401 provides that
3 employers must furnish and use safety devices and safeguards, and adopt and use practices,
4 means, methods, operations, and processes which are reasonably adequate to render the
5 employment and place of employment safe and healthy. California Labor Code Section 6401
6 further provides that an employer must do everything reasonably necessary to protect the life,
7 safety, and health of their employees. California Labor Code section 6403(a) requires that
8 employers provide and use safety devices and safeguards reasonably adequate to render the
9 employment and place of employment safe.

10 135. During the relevant time period, Defendants failed to provide Plaintiff and class
11 members with personal protective equipment, such as steel-toed boots, to keep them safe in
12 the workplace. Despite the fact that Defendants required Plaintiff and class members to wear
13 certain personal protective equipment, including steel-toed boots, while engaged in their
14 work-related duties, Defendants failed to provide such reasonably necessary equipment to
15 Plaintiff and class members to keep them safe. Thus, Defendants' failure to provide Plaintiff
16 and class members with safety devices and safeguards for the workplace violates California
17 Labor Code sections 6401 and 6403.

18 136. As a result of the violations of California law herein described, Defendants
19 unlawfully gained an unfair advantage over other businesses. Plaintiff and class members
20 have suffered pecuniary loss by Defendants' unlawful business acts and practices alleged
21 herein.

22 137. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
23 Plaintiff and class members are entitled to restitution of the wages withheld and retained by
24 Defendants during a period that commences four years prior to the filing of the initial
25 complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to
26 Plaintiff and class members; and an award of attorneys' fees pursuant to California Code of
27 Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

28 //

1 **ELEVENTH CAUSE OF ACTION**

2 **Violation of California Business & Professions Code §§ 17200, *et seq.* –**

3 **Unfair Business Practices**

4 **(Against all Defendants)**

5 138. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
6 and every allegation set forth above.

7 139. Defendants are “persons” as defined by California Business & Professions
8 Code section 17201, as they are corporations, firms, partnerships, joint stock companies,
9 and/or associations.

10 140. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair,
11 and harmful to Plaintiff, class members, and to the general public. Plaintiff has suffered
12 injury in fact and has lost money as a result of Defendants’ unfair business practices. Plaintiff
13 seeks to enforce important rights affecting the public interest within the meaning of Code of
14 Civil Procedure section 1021.5.

15 141. Defendants’ activities, namely Defendants’ company-wide practice and/or
16 policy of not paying Plaintiff and class members all meal and rest period premiums due to
17 them under Labor Code section 226.7, deprived Plaintiff and class members of the
18 compensation guarantee and enhanced enforcement implemented by section 226.7. The
19 statutory remedy provided by section 226.7 is a “‘dual-purpose’ remedy intended primarily to
20 compensate employees, and secondarily to shape employer conduct.” *Safeway, Inc. v.*
21 *Superior Court*, 238 Cal. App. 4th 1138, 1149 (2015). The statutory benefits of section 226.7
22 were guaranteed to Plaintiff and class members as part of their employment with Defendants,
23 and thus Defendants’ practice and/or policy of denying these statutory benefits constitutes an
24 unfair business practice in violation of California Business & Professions Code sections
25 17200, *et seq.* (*Id.*)

26 142. A violation of California Business & Professions Code sections 17200, *et seq.*
27 may be predicated on any unfair business practice. In the instant case, Defendants’ policies
28 and practices have violated the spirit of California’s meal and rest period laws and constitute

1 acts against the public policy behind these laws.

2 143. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
3 Plaintiff and class members are entitled to restitution for the class-wide loss of the statutory
4 benefits implemented by section 226.7 withheld and retained by Defendants during a period
5 that commences four years prior to the filing of the initial complaint; a permanent injunction
6 requiring Defendants to pay all statutory benefits implemented by section 226.7 due to
7 Plaintiff and class members; an award of attorneys' fees pursuant to California Code of Civil
8 Procedure section 1021.5 and other applicable laws; and an award of costs.

9 **REQUEST FOR JURY TRIAL**

10 Plaintiff requests a trial by jury.

11 **PRAYER FOR RELIEF**

12 Plaintiff, on behalf of all others similarly situated, prays for relief and judgment
13 against Defendants, jointly and severally, as follows:

14 1. For damages, unpaid wages, penalties, injunctive relief, and attorneys' fees in
15 excess of twenty-five thousand dollars (\$25,000), exclusive of interest and costs. Plaintiff
16 reserves the right to amend his prayer for relief to seek a different amount.

17 **Class Certification**

- 18 2. That this case be certified as a class action;
19 3. That Plaintiff be appointed as the representative of the Class and Subclass;
20 4. That counsel for Plaintiff be appointed as class counsel.

21 **As to the First Cause of Action**

22 5. That the Court declare, adjudge, and decree that Defendants violated California
23 Labor Code sections 510, 511, and 1198, and the applicable IWC Wage Order by willfully
24 failing to pay all overtime wages due to Plaintiff and class members;

25 6. For general unpaid wages at overtime wage rates and such general and special
26 damages as may be appropriate;

27 7. For pre-judgment interest on any unpaid overtime compensation commencing
28 from the date such amounts were due, or as otherwise provided by law;

1 8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
2 California Labor Code section 1194(a); and

3 9. For such other and further relief as the Court may deem equitable and
4 appropriate.

5 **As to the Second Cause of Action**

6 10. That the Court declare, adjudge and decree that Defendants violated California
7 Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage
8 Order by willfully failing to pay minimum wages to Plaintiff and class members;

9 11. For general unpaid wages and such general and special damages as may be
10 appropriate;

11 12. For pre-judgment interest on any unpaid compensation from the date such
12 amounts were due, or as otherwise provided by law;

13 13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
14 California Labor Code section 1194(a);

15 14. For liquidated damages pursuant to California Labor Code section 1194.2; and

16 15. For such other and further relief as the Court may deem equitable and
17 appropriate.

18 **As to the Third Cause of Action**

19 16. That the Court declare, adjudge, and decree that Defendants violated California
20 Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order by
21 willfully failing to provide all meal periods to Plaintiff and class members;

22 17. That the Court make an award to the Plaintiff and class members of one (1)
23 hour of pay at each employee's regular rate of pay for each workday that a meal period was
24 not provided;

25 18. For all actual, consequential, and incidental losses and damages, according to
26 proof;

27 19. For premiums pursuant to California Labor Code section 226.7(c);

28 20. For pre-judgment interest on any unpaid meal period premiums from the date

such amounts were due, or as otherwise provided by law;

21. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

22. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order by willfully failing to authorize and permit Plaintiff and class members to take all rest periods;

24. That the Court make an award to the Plaintiff and class members of one (1) hour of pay at each employee's regular rate of pay for each workday that a rest period was not authorized and permitted;

25. For all actual, consequential, and incidental losses and damages, according to proof;

26. For premiums pursuant to California Labor Code section 226.7(c);

27. For pre-judgment interest on any unpaid rest period premiums from the date such amounts were due, or as otherwise provided by law;

28. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

29. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fifth Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated the recordkeeping provisions of California Labor Code section 226(a) and the applicable IWC Wage Order as to Plaintiff and Subclass members, and willfully failed to provide accurate itemized wage statements thereto;

31. For all actual, consequential, and incidental losses and damages, according to proof;

- 1 32. For injunctive relief pursuant to California Labor Code section 226(h);
2 33. For statutory penalties pursuant to California Labor Code section 226(e);
3 34. For attorneys' fees and costs pursuant to California Labor Code section
4 226(e)(1); and
5 35. For such other and further relief as the Court may deem equitable and
6 appropriate.

7 **As to the Sixth Cause of Action**

8 36. That the Court declare, adjudge and decree that Defendants violated California
9 Labor Code sections 201 and 202 by willfully failing to pay overtime wages, minimum wages,
10 and/or meal and rest period premiums, owed at the time of termination of the employment of
11 Plaintiff and other terminated class members;

12 37. For all actual, consequential and incidental losses and damages, according to
13 proof;

14 38. For waiting time penalties according to proof pursuant to California Labor
15 Code section 203 for all employees who have left Defendants' employ;

16 39. For pre-judgment interest on any unpaid wages from the date such amounts
17 were due, or as otherwise provided by law;

18 40. For attorneys' fees pursuant to California Code of Civil Procedure section
19 1021.5, or as otherwise provided by law; and

20 41. For such other and further relief as the Court may deem equitable and
21 appropriate.

22 **As to the Seventh Cause of Action**

23 42. That the Court declare, adjudge and decree that Defendants violated California
24 Labor Code section 204 by willfully failing to timely pay Plaintiff and class members
25 overtime wages, minimum wages, and/or meal and rest period premiums, during their
26 employment;

27 43. For all actual, consequential and incidental losses and damages, according to
28 proof;

1 44. For statutory penalties according to proof pursuant to California Labor Code
2 section 210;

3 45. For pre-judgment interest on any unpaid wages from the date such amounts
4 were due, or as otherwise provided by law;

5 46. For attorneys' fees pursuant to California Code of Civil Procedure section
6 1021.5, or as otherwise provided by law; and

7 47. For such other and further relief as the Court may deem equitable and
8 appropriate.

9 **As to the Eighth Cause of Action**

10 48. That the Court declare, adjudge and decree that Defendants violated California
11 Labor Code section 2802 by willfully failing to reimburse and/or indemnify all business-
12 related expenses and costs incurred by Plaintiff and class members;

13 49. For unpaid business-related expenses and such general and special damages as
14 may be appropriate;

15 50. For pre-judgment interest on any unpaid business-related expenses from the
16 date such amounts were due pursuant to California Labor Code section 2802(b), or as
17 otherwise provided by law;

18 51. For all actual, consequential, and incidental losses and damages, according to
19 proof;

20 52. For attorneys' fees and costs pursuant to California Labor Code section
21 2802(c), or as otherwise provided by law; and

22 53. For such other and further relief as the Court may deem equitable and
23 appropriate.

24 **As to the Ninth Cause of Action**

25 54. That the Court declare, adjudge and decree that Defendants violated the
26 following California Labor Code provisions as to Plaintiff and/or other aggrieved employees:
27 510, 511, and 1198 (by failing to pay all overtime compensation); 226.7, 510, and 1198 (by
28 failing to include all forms of remuneration in the regular rate of pay for purposes of paying

overtime wages and/or meal and rest period premiums); 1182.12, 1194, 1197, 1197.1, and 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516, and 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage statements and maintain accurate payroll records); 201 and 202 (by failing to timely pay all earned wages upon termination); 204 (by failing to timely pay all earned wages during employment); 2802 (by failing to reimburse business expenses); and 6401 and 6403 (by failing to provide safety devices and safeguards);

55. For civil penalties pursuant to the California Labor Code sections 210, 226.3, 256, 558, 1174.5, 1197.1, and/or 2699(a), (f), and (k), for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 511, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, 6401, and 6403;

56. For attorneys' fees and costs pursuant to California Labor Code section 2699(k)(1), and any and all other relevant statutes, for Defendants' violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 511, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, 6401, and 6403;

57. For pre-judgment and post-judgment interest as provided by law; and

58. For such other and further relief as the Court may deem equitable and appropriate.

As to the Tenth Cause of Action

59. That the Court declare, adjudge and decree that Defendants' conduct of failing to provide Plaintiff and class members all overtime wages due to them, failing to include all forms of remuneration in the regular rate of pay for purposes of paying overtime wages and/or meal and rest period premiums to Plaintiff and class members, failing to provide Plaintiff and class members all minimum wages due to them, failing to provide Plaintiff and class members all meal periods, failing to authorize and permit Plaintiff and class members to take all rest periods, failing to provide Plaintiff and class members accurate and complete wage statements, failing to maintain accurate payroll records for Plaintiff and class members, failing

1 to timely pay Plaintiff and class members all earned wages during employment, failing to
2 reimburse Plaintiff and class members for business-related expenses, and failing to provide
3 safety devices and safeguards, constitutes an unlawful business practice in violation of
4 California Business and Professions Code sections 17200, *et seq.*;

5 60. For restitution of unpaid wages to Plaintiff and all class members and
6 prejudgment interest from the day such amounts were due and payable;

7 61. For the appointment of a receiver to receive, manage, and distribute any and all
8 funds disgorged from Defendants and determined to have been wrongfully acquired by
9 Defendants as a result of violations of California Business & Professions Code sections
10 17200, *et seq.*;

11 62. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
12 California Code of Civil Procedure section 1021.5; and

13 63. For such other and further relief as the Court may deem equitable and
14 appropriate.

15 **As to the Eleventh Cause of Action**

16 64. That the Court declare, adjudge and decree that Defendants' conduct of denying
17 Plaintiff and class members the statutory benefits guaranteed under section 226.7 constitutes
18 an unfair business practice in violation of California Business and Professions Code sections
19 17200, *et seq.*;

20 65. For restitution of the statutory benefits under section 226.7 unfairly withheld
21 from Plaintiff and class members and prejudgment interest from the day such amounts were
22 due and payable;

23 66. For the appointment of a receiver to receive, manage, and distribute any and all
24 funds disgorged from Defendants and determined to have been wrongfully acquired by
25 Defendants as a result of violations of California Business & Professions Code sections
26 17200, *et seq.*;

27 67. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
28 California Code of Civil Procedure section 1021.5;

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68. For pre-judgment and post-judgment interest as provided by law; and

69. For such other and further relief as the Court may deem equitable and appropriate.

Dated: May 21, 2025

Respectfully submitted,

Capstone Law APC

By: 
Orlando Villalba
Helga Hakimi
Jaime Castaneda

Attorneys for Plaintiff Jose Lechuga

EXHIBIT “1”

ALEXANDER LIMA
310.712.8154 Direct
Alexander.Lima@capstonelawyers.com

March 12, 2025

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.govfa.net/308>)

Subject: *Jose Lechuga v. Del West Engineering, Inc.*

Dear PAGA Administrator:

This office represents Jose Lechuga in connection with his claims under the California Labor Code. Mr. Lechuga was an employee of DEL WEST ENGINEERING, INC. ("DEL WEST").

The employer may be contacted directly at the address below:

DEL WEST ENGINEERING, INC.
28128 LIVINGSTON AVE
VALENCIA, CA 91355

Mr. Lechuga intends to seek civil penalties, attorneys' fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Mr. Lechuga seeks relief on behalf of himself, the State of California, and other persons who are or were employed by DEL WEST as a non-exempt, hourly paid employee in California and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

DEL WEST employed Mr. Lechuga as an hourly paid, non-exempt employee from approximately March 2008 to March 2024. Mr. Lechuga worked for DEL WEST as a Robot operator, Machine Operator, Polisher, Tumbler, CRN Coating helper, and/or Tumble Operator at its facilities in Valencia, California. During her employment, Mr. Lechuga typically worked ten (10) hours or more per day and four (4) to five (5) days or more per week. By the end of his employment, Mr. Lechuga was compensated approximately \$25.36 per hour. His job duties included, without limitation, operating robotic machinery for polishing the stems of high-performance engine valves, completing XRF certification processes, and maintaining the cleanliness of his work area.

DEL WEST committed each of the following Labor Code violations against Mr. Lechuga, the facts and theories of which follow, making him an “aggrieved employee” pursuant to California Labor Code section 2699(c)(1):¹

DEL WEST’s Company-Wide and Uniform Payroll and HR Practices

DEL WEST ENGINEERING, INC. is California limited liability company that designs high-precision mechanical products for the racing, high-performance serial vehicle, watchmaking, and aerospace markets, with at least two (2) facilities in California. Upon information and belief, DEL WEST maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Valenica, California, for all non-exempt, hourly paid employees working for DEL WEST in California, including Mr. Lechuga and other aggrieved employees. At all relevant times, DEL WEST issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Lechuga and other aggrieved employees, regardless of their location or position.

Upon information and belief, DEL WEST maintains a centralized Payroll department at its corporate headquarters in Valencia, California, which processes payroll for all non-exempt, hourly paid employees working for DEL WEST in California, including Mr. Lechuga and other aggrieved employees. Further, DEL WEST issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Mr. Lechuga and other aggrieved employees, irrespective of their location, position, or manner in which each employee’s employment ended. In other words, DEL WEST utilized the same methods and formulas when calculating wages due to Mr. Lechuga and other aggrieved employees in California.

Violation of California Labor Code §§ 510, 511, and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

California Labor Code section 511 and the applicable IWC Wage Order allow employers, with the employees’ approval, to offer an alternative workweek schedule that authorizes employees to work no more than ten (10) hours per day and forty (40) hours per week without receiving overtime compensation. An alternative workweek schedule must pay the employees overtime at one and one-

¹ These facts, theories, and claims are based on Mr. Lechuga’s experience and counsel’s review of those records currently available relating to Mr. Lechuga’s employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law’s requirements, the employer misinformed its employee of the law’s requirements, or because the employer effectively hid the violations). Thus, Mr. Lechuga reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

half times their regular hourly rate for work in excess of ten (10) hours per day or forty (40) hours per week. Overtime must be paid at twice the employees' regular hourly rate for work in excess of twelve (12) hours a day. Labor Code 511 and the applicable IWC Wage order further provide that an employer may not implement an alternative workweek schedule unless at least two-thirds of the affected employees approve the schedule through a secret ballot election, and the results must be reported to the California Division of Labor Standards Enforcement within 30 days after the results are final.

DEL WEST willfully failed to pay all overtime wages owed to Mr. Lechuga and other aggrieved employees. During the relevant time period, Mr. Lechuga and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of ten (10) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, during the relevant time period, DEL WEST had, and continues to have, a company-wide policy and/or practice of discouraging and impeding Mr. Lechuga and other aggrieved employees from recording hours worked that were outside of their scheduled shifts in order to limit the amount of overtime employees could accrue. This policy of limiting overtime led Mr. Lechuga and other aggrieved employees to work off-the-clock outside of their scheduled shift times. For example, approximately three (3) times per week, Mr. Lechuga was required to engage in discussions with DEL WEST's Team Leaders regarding work-related matters. These discussions, which lasted approximately 3-4 minutes, occurred after Mr. Lechuga had already clocked out.

Second, during the relevant time period, DEL WEST provided Mr. Lechuga and other aggrieved employees with a limited number of timekeeping terminals at its facilities, which impeded their ability to clock in at the start of their shifts and resulted in Mr. Lechuga and other aggrieved employees having to wait in line off-the-clock and under DEL WEST's control, time for which they were paid. For instance, DEL WEST provided Mr. Lechuga and other aggrieved employees who worked at its facility on Hancock Parkway in Valencia, California with only five (5) timekeeping terminals for them to clock in for a shift, thus forcing Mr. Lechuga and other aggrieved employees to wait in line off-the-clock. For example, Mr. Lechuga would be ready to clock in for the start of his shifts, but was required to wait in a line of 4-5 employees before being able to clock in. Moreover, employees from the prior shift also used these same five (5) timekeeping terminals to clock out, further contributing to delays and more time spent waiting in line off-the-clock. Thus, DEL WEST failed to track all of the time that employees spent performing work-related tasks outside of their shifts, and Mr. Lechuga and other aggrieved employees received no compensation for this time.

Third, DEL WEST had, and continues to have, company-wide policies and/or practices of understaffing its facilities while assigning heavy workloads, including pressuring employees to ensure the continuous operation of machinery and meet production deadlines and goals. DEL WEST's policies and/or practices resulted in a failure to provide Mr. Lechuga and other aggrieved employees with adequate meal period coverage, and thus, Mr. Lechuga and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. Also, DEL WEST has systematically, and on a company-wide basis, understaffed its facilities by adopting a single-staffing model for some positions, such as Robot Operator, whereby only one (1) employee was scheduled to work at a time, thereby failing to provide adequate meal period coverage to permit those employees to take compliant meal periods. For example, at least three (3) times per week, Mr. Lechuga's meal periods were interrupted by DEL WEST's Team Leaders requiring that he immediately return to the work area to reset any of the four

(4) robotic machines Mr. Lechuga was responsible for overseeing, should any of them momentarily stop for any reason. Consequently, Mr. Lechuga and other aggrieved employees were required to work through their meal periods and/or had their meal periods interrupted or cut short in order to complete their assigned duties, time for which they were not paid.

Fourth, on information and belief, DEL WEST maintained a company-wide on-premises meal period policy, which mandated that Mr. Lechuga and other aggrieved employees remain on its facility premises during their unpaid meal periods. Because Mr. Lechuga and other aggrieved employees were restricted from leaving the premises during meal periods, they were denied the ability to use their meal periods freely for their own purposes. For example, Mr. Lechuga and other aggrieved employees were unable to run personal errands because they were unable to leave the work premises. Thus, DEL WEST effectively maintained control over Mr. Lechuga and other aggrieved employees during their unpaid meal periods.

Fifth, DEL WEST had, and continues to have, a company-wide policy and/or practice of failing to pay proper overtime when it required Mr. Lechuga and other aggrieved employees to work outside of their regularly scheduled alternative workweek schedule and failed to pay all applicable overtime and/or double-time compensation owed for such hours of work. In addition, to the extent DEL WEST implemented an alternative workweek schedule as to Mr. Lechuga and other aggrieved employees, DEL WEST failed to comply with all requirements for implementing an alternative workweek schedule, including, but not limited to, holding proper workweek elections for the employees working alternative workweeks. Moreover, DEL WEST deviated from the scheduled alternative workweek schedule so frequently, and much more than occasionally, such that the alternative workweek schedule could not be seen as regularly reoccurring, and is therefore invalid. Additionally, Mr. Lechuga and other aggrieved employees often failed to receive two (2) consecutive days off each workweek as required by the applicable IWC Wage Order in order for there to be a valid alternative workweek schedule. Accordingly, DEL WEST owe Mr. Lechuga and other aggrieved employees unpaid overtime wages.

DEL WEST knew or should have known that as a result of these company-wide practices and/or policies, Mr. Lechuga and other aggrieved employees were performing their assigned duties off-the-clock outside of their shifts and during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Mr. Lechuga and other aggrieved employees worked shifts of eight (8) hours or more a day and/or ten (10) hours or more per day, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Mr. Lechuga and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

Moreover, DEL WEST did not pay Mr. Lechuga and other aggrieved employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, DEL WEST paid Mr. Lechuga and other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, DEL WEST failed to incorporate all compensation, including incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when Mr. Lechuga and other aggrieved employees worked overtime and received these other forms of pay, DEL WEST failed to pay all overtime wages by paying a lower overtime rate than required.

For example, DEL WEST paid Mr. Lechuga and other aggrieved employees incentive pay and/or nondiscretionary bonuses which were listed on Mr. Lechuga's and other aggrieved employees' wage statements as "Bonus." During pay periods that Mr. Lechuga and other aggrieved employees were paid overtime wages, DEL WEST did not incorporate the incentive pay and/or nondiscretionary bonuses into Mr. Lechuga's and other aggrieved employees' regular rate of pay and, as a result, paid them at incorrect and lower rates of pay for overtime hours worked. Specifically, DEL WEST paid Mr. Lechuga and other aggrieved employees 1.5 times their hourly rate of pay instead of 1.5 times their regular rate of pay. DEL WEST's failure to properly calculate the overtime rates of pay based on all remuneration paid has resulted in an underpayment of overtime wages to Mr. Lechuga and other aggrieved employees on a company-wide basis.

DEL WEST's failure to pay Mr. Lechuga and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510, 511, and 1198. Mr. Lechuga and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring DEL WEST into compliance with the applicable IWC Wage Order and Labor Code sections 510, 511, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in Wage Order No. 1-2001 as "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." Cal. Code Regs. Tit. 8, § 11010(2)(G) (defining "Hours Worked").

As set forth above, as a result of DEL WEST's policy of limiting the amount of overtime employees could accrue, DEL WEST required Mr. Lechuga and other aggrieved employees to perform work off-the-clock outside of their scheduled shifts, such as engaging in discussions with DEL WEST's Team Leaders regarding work-related matters, and waiting in a line of employees to clock in at an inadequate number of timekeeping terminals. DEL WEST failed to track this time that Mr. Lechuga and other aggrieved employees spent working off-the-clock, and Mr. Lechuga and other aggrieved employees received no compensation for this time.

As also stated, due to DEL WEST's policies and/or practices of understaffing and/or single-staffing its facilities while assigning heavy workloads, including pressuring employees to ensure the continuous operation of machinery and meet production deadlines and goals, and requiring employees to remain on work premises during meal periods, Mr. Lechuga and other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock during meal periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties during unpaid meal periods.

DEL WEST did not pay at least minimum wages for all hours worked by Mr. Lechuga and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, DEL WEST did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, DEL WEST regularly failed to pay at least minimum wages to Mr. Lechuga and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Mr. Lechuga and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring DEL WEST into compliance with the applicable IWC Wage Order and Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 1198 and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

Under California law, an employer cannot evade meal period requirements via the use of "on-duty" meal agreements because it understaffs its locations. *Abdullah v. U.S. Sec. Assocs.*, 731 F.3d 952, 963 (9th Cir. Cal. 2013). In addition, an employee must be provided with the opportunity to eat his or her meal while performing the duties required and any on-duty meal period must, like any off-duty meal period, be at least 30 minutes long. *L'Chaim House, Inc., et al. v. Division of Labor Standards Enforcement*, 38 Cal. App. 5th 141 (2019).

First, as stated, DEL WEST had, and continues to have, company-wide policies and/or practices of understaffing its facilities, including single-staffing certain positions such as Robot Operator, while assigning heavy workloads, including pressuring employees to ensure the continuous operation of machinery and meet production deadlines and goals, which has resulted in a lack of meal period coverage and prevented Mr. Lechuga and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled.

As a result, Mr. Lechuga and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. For example, as stated, at least three (3) times per week, Mr. Lechuga's meal periods were interrupted by DEL WEST's Team Leaders requiring that he immediately return to the work area to reset any of the four (4) robotic machines Mr. Lechuga was responsible for overseeing, should any of them momentarily stop for any reason.

Second, as stated above, on information and belief, during the relevant time period, DEL WEST maintained and implemented a company-wide on-premises meal period policy for employees, which mandated that Mr. Lechuga and other aggrieved employees, on threat of discipline, remain on the work premises during their meal periods. Because Mr. Lechuga and other aggrieved employees were restricted from leaving the premises during meal periods, they were denied the ability to use their meal periods freely for their own purposes. Thus, DEL WEST effectively maintained control over Mr. Lechuga and other aggrieved employees during meal periods.

Third, DEL WEST did not provide Mr. Lechuga and other aggrieved employees with second 30-minute meal periods on days that they worked in excess of 10 hours in one day. For example, on days where Mr. Lechuga worked in excess of 10 hours in one day, he was not provided with a second meal period. Mr. Lechuga and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties. To the extent DEL WEST required Mr. Lechuga and other aggrieved employees to sign written “on-duty” meal period agreements, such agreements are invalid as the nature of the work performed by Mr. Lechuga and other aggrieved employees and do not necessitate an “on-duty” meal period under California law.

At all times herein mentioned, DEL WEST knew or should have known that, as a result of these policies, Mr. Lechuga and other aggrieved employees were prevented from being relieved of all duties and required to perform some of their assigned duties during meal periods. DEL WEST further knew or should have known that DEL WEST did not pay Mr. Lechuga and other aggrieved employees meal period premiums when meal periods were missed, shortened, interrupted, and/or late.

Moreover, DEL WEST engaged in a company-wide practice and/or policy of not paying meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Mr. Lechuga and other aggrieved employees have not received premium pay for all missed, late, and interrupted meal periods. Alternatively, to the extent that DEL WEST did pay Mr. Lechuga and other aggrieved employees for missed, late, interrupted, and shortened meal periods, DEL WEST did not pay Mr. Lechuga and other aggrieved employees at the correct rate of pay for premiums because DEL WEST systematically failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, DEL WEST failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Mr. Lechuga and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring DEL WEST into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 512(a), 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, and 1198 and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee’s regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period” and that the “rest period time shall

be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof” unless the total daily work time is less than three and one-half (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must “relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest.” *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016).

During the relevant time period, DEL WEST regularly failed to authorize and permit Mr. Lechuga and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, DEL WEST’s company-wide practices, including understaffing and/or single-staffing while assigning heavy workloads, prevented Mr. Lechuga and other aggrieved employees from being relieved of all duty to take rest periods.

Furthermore, DEL WEST maintained a company-wide on-premises rest period policy, which mandated that Mr. Lechuga and other aggrieved employees remain on the work premises during their rest periods. Because Mr. Lechuga and other aggrieved employees were restricted from leaving DEL WEST’s premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, DEL WEST effectively maintained control over Mr. Lechuga and other aggrieved employees during rest periods.

As a result of DEL WEST’s practices and policies, Mr. Lechuga and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted rest periods to which they were entitled. For example, about three (3) times per week, Mr. Lechuga’s rest periods were interrupted by DEL WEST’s Team Leaders requiring that he immediately return to the work area to reset any of the four (4) robotic machines Mr. Lechuga was responsible for overseeing, should any of them momentarily stop for any reason.

DEL WEST also has engaged in a company-wide practice and/or policy of not paying rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Mr. Lechuga and other aggrieved employees have not received premium pay for all missed rest periods. Alternatively, to the extent that DEL WEST did pay Mr. Lechuga and other aggrieved employees one (1) additional hour of premium pay for missed rest periods, DEL WEST did not pay Mr. Lechuga and other aggrieved employees at the correct rate of pay for premiums because DEL WEST failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, DEL WEST failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Mr. Lechuga and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring DEL WEST into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. DEL WEST has not provided Mr. Lechuga and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, DEL WEST has knowingly and intentionally provided Mr. Lechuga and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, DEL WEST issued uniform wage statements to Mr. Lechuga and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages and/or meal and rest period premiums, and the corresponding number of hours worked at each hourly rate. Specifically, DEL WEST violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because DEL WEST did not record the time Mr. Lechuga and other aggrieved employees spent working off-the-clock and deducted time for their meal periods that were missed and/or interrupted (and therefore time for which they should have been paid), DEL WEST did not list the correct amount of gross wages and net wages earned by Mr. Lechuga and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, DEL WEST failed to accurately list the total number of hours worked by Mr. Lechuga and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

Moreover, because DEL WEST did not calculate Mr. Lechuga's and other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages, and/or meal and rest period premiums, DEL WEST did not list the correct amount of gross wages in compliance with section 226(a)(1). For the same reason, DEL WEST failed to list the correct amount of net wages in violation of section 226(a)(5). DEL WEST also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct rates of pay for overtime wages and/or meal and rest premiums, in violation of section 226(a)(9).

The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which aggrieved employees were paid; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the name and address of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

California Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments” Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), DEL WEST willfully failed to maintain accurate payroll records for Mr. Lechuga and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, DEL WEST engaged in company-wide practices and/or policies of failing to record actual hours worked, and thereby failed to keep accurate records of work period and meal period start and end times for Mr. Lechuga and other aggrieved employees, in violation of section 1198. Also, in light of DEL WEST’s failure to provide Mr. Lechuga and other aggrieved employees with second 30-minute meal periods to which they were entitled, DEL WEST kept no records of meal start and end times for second meal periods.

Because DEL WEST failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Mr. Lechuga and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Mr. Lechuga and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Mr. Lechuga and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring DEL WEST into compliance with the applicable IWC Wage Order and Labor Code sections 226(a), 1174(d), and 1198, pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are

deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, DEL WEST failed to pay Mr. Lechuga and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within any time period specified by California Labor Code section 204.

Mr. Lechuga and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring DEL WEST into compliance with Labor Code section 204, pursuant to Labor Code sections 210 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 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.

On information and belief, DEL WEST had a company-wide practice and/or policy of paying departing employees their final wages late, instead of adhering to the time requirements set forth in Labor Code sections 201 and 202. For example, Mr. Lechuga provided DEL WEST with a two-week notice of his intent to resign from his employment, and his last day of work was March 21, 2024. However, on information and belief, DEL WEST did not provide Mr. Lechuga with his final wages until March 27, 2024. Thus, DEL WEST failed to pay Mr. Lechuga his final wages within the requisite time limit, in violation of California Labor code section 202.

In addition, DEL WEST willfully failed to pay Mr. Lechuga and other aggrieved employees who are no longer employed by DEL WEST the earned and unpaid wages set forth above, including but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving DEL WEST's employ.

Mr. Lechuga and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring DEL WEST into compliance with Labor Code sections 201 and 202, pursuant to Labor Code sections 256 and/or 2699(a), (f), and (k).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 1-2001, provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose

wages are at least two (2) times the minimum wage provided herein may provide and maintain hand tools and equipment customarily required by the trade or craft.”

During the relevant time period, DEL WEST, on a company-wide basis, required that Mr. Lechuga and other aggrieved employees use their own personal mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job duties but failed to reimburse them for the costs of their work-related mobile device and/or mobile data expenses. For example, Mr. Lechuga was required to use his personal cellular phone and/or mobile data to communicate with DEL WEST’s engineering employees to troubleshoot issues with robotic machinery, often having to take and send pictures to them. Although DEL WEST required Mr. Lechuga and other aggrieved employees to use their personal mobile devices and mobile data to carry out their work-related duties, DEL WEST failed to reimburse them for their costs incurred.

Additionally, during the relevant time period, DEL WEST required Mr. Lechuga and other aggrieved employees to wear special safety shoes such as steel-toed boots, which they were required to wear while at work and necessary for the performance of their duties. For example, Mr. Lechuga spent approximately \$200 per year during his employment on steel-toed boots, but he was not reimbursed for these costs. Thus, DEL WEST failed to provide or reimburse Mr. Lechuga and other aggrieved employees for the steel-toed boots they required employees to wear during their shifts.

DEL WEST could have provided Mr. Lechuga and other aggrieved employees with the actual equipment for use on the job, such as company mobile devices and steel-toed boots, or DEL WEST could have reimbursed employees for the costs of their mobile device usage and supplies and/or boot expenses. Instead, DEL WEST passed these operating costs onto Mr. Lechuga and other aggrieved employees. At all relevant times, Mr. Lechuga did not earn at least two (2) times the minimum wage.

Thus, DEL WEST had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Mr. Lechuga and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring DEL WEST into compliance with the applicable IWC Wage Order and Labor Code section 2802, pursuant to Labor Code sections 2699(a), (f), and (k).

California Labor Code § 558(a)

California Labor Code section 558(a) provides “[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid” Labor Code section 558(c) provides that “[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.” DEL WEST, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Mr. Lechuga’s and other aggrieved employees’ rights by violating various sections of the California Labor Code.

Accordingly, Mr. Lechuga seeks the remedies set forth in Labor Code section 558 for himself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699(k), 2699.3(a), 2699.3(c), 2699.5, and 558, Mr. Lechuga, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for himself, all other aggrieved employees, and the State of California against DEL WEST for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 511, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

Therefore, on behalf of all aggrieved employees, Mr. Lechuga seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Alexander Lima
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,

A handwritten signature in black ink, appearing to read 'Alexander Lima', with a stylized flourish extending to the right.

Alexander Lima

Copy: DEL WEST ENGINEERING, INC. (via U.S. Certified Mail)

ALEXANDER LIMA
310.712.8154 Direct
Alexander.Lima@capstonelawyers.com

March 13, 2025

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.govfa.net/310>)

Subject: *Jose Lechuga v. Del West Engineering, Inc.*
LWDA Case No. LWDA-CM-1085710-25 - AMENDED NOTICE

Dear PAGA Administrator:

This office represents Jose Lechuga in connection with his claims under the California Labor Code. Mr. Lechuga was an employee of DEL WEST ENGINEERING, INC. (“DEL WEST”). We previously provided notice of Mr. Lechuga’s claims to the California Labor and Workforce Development Agency (“LWDA”) on March 12, 2025, and submitted the applicable filing fee pursuant to Labor Code section 2699.3(a)(1)(B). This amended notice supplements Mr. Lechuga’s prior LWDA notice and adds an additional claim.

The employer may be contacted directly at the address below:

DEL WEST ENGINEERING, INC.
28128 LIVINGSTON AVE
VALENCIA, CA 91355

Mr. Lechuga intends to seek civil penalties, attorneys’ fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 (“PAGA”). Mr. Lechuga seeks relief on behalf of himself, the State of California, and other persons who are or were employed by DEL WEST as a non-exempt, hourly paid employee in California and who received at least one wage statement (“aggrieved employees”). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

DEL WEST employed Mr. Lechuga as an hourly paid, non-exempt employee from approximately March 2008 to March 2024. Mr. Lechuga worked for DEL WEST as a Robot operator, Machine Operator, Polisher, Tumbler, CRN Coating helper, and/or Tumble Operator at its facilities located at 29006 Hancock Parkway, Valencia, California 91355 and 28128 Livingston Avenue, Valencia, California 91355. During his employment, Mr. Lechuga typically worked ten (10) hours or more per day and four (4) to five (5) days or more per week. By the end of her employment, Mr. Lechuga was

compensated approximately \$25.36 per hour. His job duties included, without limitation, operating robotic machinery for polishing the stems of high-performance engine valves, completing XRF certification processes, and maintaining the cleanliness of his work area.

DEL WEST committed each of the following Labor Code violations against Mr. Lechuga, the facts and theories of which follow, making him an “aggrieved employee” pursuant to California Labor Code section 2699(c)(1):¹

Violation of California Labor Code §§ 6401 and 6403 – Failure to Provide Safety Devices and Safeguards

California Labor Code section 6401 provides that employers must furnish and use safety devices and safeguards, and adopt and use practices, means, methods, operations, and processes which are reasonably adequate to render the employment and place of employment safe and healthy. California Labor Code Section 6401 further provides that an employer must do everything reasonably necessary to protect the life, safety and health of its employees. California Labor Code section 6403(a) requires that employers provide and use safety devices and safeguards reasonably adequate to render the employment and place of employment safe.

During the relevant period, DEL WEST failed to provide Mr. Lechuga and other aggrieved employees with personal protective equipment, such as steel-toed boots, to keep them safe in the workplace. Despite the fact that DEL WEST required Mr. Lechuga and other aggrieved employees to wear certain personal protective equipment, including steel-toed boots, while engaged in their work-related duties, DEL WEST failed to provide such reasonably necessary equipment to Mr. Lechuga and other aggrieved employees to keep them safe. Thus, DEL WEST’s failure to provide Mr. Lechuga and other aggrieved employees with safety devices and safeguards for the workplace violates Labor Code sections 6401 and 6403.

Mr. Lechuga and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring DEL WEST into compliance with Labor Code sections 6401 and 6403, pursuant to Labor Code sections 2699(a), (f), and (k).

Accordingly, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699(k), and 2699.3(b), Mr. Lechuga, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for himself, all other aggrieved employees, and the State of California against DEL WEST for violations of California Labor Code sections 6401 and 6403.

¹ These facts, theories, and claims are based on Mr. Lechuga’s experience and counsel’s review of those records currently available relating to Mr. Lechuga’s employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law’s requirements, the employer misinformed its employee of the law’s requirements, or because the employer effectively hid the violations). Thus, Mr. Lechuga reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Alexander Lima
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,

A handwritten signature in black ink, appearing to read 'Alexander Lima', followed by three dots.

Alexander Lima

Copy: DEL WEST ENGINEERING, INC. (via U.S. Certified Mail)

PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000 Los Angeles, California 90067.

On **May 21, 2025**, I served the document described as:
FIRST AMENDED CLASS ACTION COMPLAINT & ENFORCEMENT ACTION UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE §§ 2698, ET SEQ. on the interested parties in this action by sending a true copy thereof to interested parties as follows:

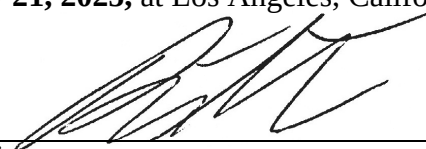
Leslie L. Abbott
leslieabbott@paulhastings.com
Chris A. Jalian
chrisjalian@paulhastings.com
PAUL HASTINGS LLP
515 South Flower Street, 25th Floor
Los Angeles, CA 90071
Telephone: 213-683-6000
Facsimile: 213-627-0705

Attorneys for Defendant,
DEL WEST ENGINEERING, INC.

- ☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am “readily familiar” with this firm’s practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.
- ☒ **BY ELECTRONIC SERVICE:** Pursuant to the Court’s Order Authorizing Electronic Service, the above named document(s) has been electronically served on counsel of record by transmission through the Case Anywhere system on the date below. The transmission of these documents to the Case Anywhere system was reported as complete and a copy of the Case Anywhere Transaction Receipt will be maintained along with the original document(s) and proof of service in our office.
- ☐ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **May 21, 2025**, at Los Angeles, California.

Riley McIntire
Type/Print Name


Signature