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March 6, 2025

Via Electronic Submission

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

Re: **Pres-Tek Plastics, Inc.**
Notice of Labor Code Violations pursuant to Labor Code § 2699.3(a)(1)

Dear Sir or Madam:

This letter shall constitute the required written notification under Labor Code § 2699.3(a)(1) that our client, Mr. Mario Orozco-Martinez, alleges that his employer Pres-Tek Plastics, Inc. ("Pres-Tek") has violated various provisions of the California Labor Code.

Specifically, Mr. Orozco contends that Pres-Tek has engaged in the following unlawful employment practices:

1. Failure to pay Mr. Orozco and other aggrieved employees all minimum and overtime wages owed to them in violation of California Labor Code §§ 510, 1194, and 1198.

Mr. Orozco was employed by Pres-Tek as a non-exempt, hourly-paid employee from approximately June 1, 2021 to approximately April 20, 2024. Mr. Orozco's job duties included handling molds to produce plastic products.

Pres-Tek unlawfully rounded employees' time. Employee's hours worked are recorded using a system that captures the exact clock in and clock out times to the minute, but Pres-Tek does not pay employees for the exact times recorded. Instead, Pres-Tek rounds employees' hours to their scheduled shift.

Moreover, Pres-Tek failed to correctly calculate employees' overtime rates of pay. Employees were paid non-discretionary bonuses and worked overtime in the periods in which the bonuses were earned. Pres-Tek failed to factor the bonuses into employees' regular rate of pay for purposes of paying overtime.

Further, Mr. Orozco and other aggrieved employees regularly worked during meal periods, but were not compensated for those hours worked.

2. Failure to provide Mr. Orozco and other aggrieved employees with compliant meal breaks or pay premium compensation in lieu thereof, in violation of California Labor Code §§ 226.7 and 512.

Pres-Tek did not provide employees with an uninterrupted duty-free meal break of at least 30 minutes for every 5 hours of work. Employees were given a heavy workload that did not permit them to take legally compliant meal breaks. Moreover, Pres-Tek regularly interrupted employees' meal breaks and/or cut their meal breaks short by telling employees to return to work before 30 minutes had elapsed. Nonetheless, Pres-Tek rounded employees' meal periods to 30 minutes even when meal periods were shorter than 30 minutes long.

Further, Pres-Tek failed to provide employees with a second uninterrupted duty-free meal break of at least 30 minutes for shifts longer than 10 hours.

Pres-Tek failed to pay meal break premiums when employees were not provided with compliant meal breaks.

3. Failure to provide Mr. Orozco and other aggrieved employees with compliant rest breaks or pay premium compensation in lieu thereof, in violation of California Labor Code § 226.7. Pres-Tek did not provide employees with a 10-minute rest period for every 4 hours worked or major fraction thereof for the same reasons set forth above in paragraph 2 herein regarding meal breaks. Pres-Tek failed to pay rest break premiums when employees were not provided with compliant rest breaks.
4. Failure to provide Mr. Orozco and other aggrieved employees with accurate itemized wage statements, in violation of California Labor Code § 226. The wage statements provided by Pres-Tek fail to accurately reflect employees' hours worked and applicable hourly rates as a result of the failure to pay regular wages, overtime wages, and meal and rest break premium wages as described herein.
5. Failure to timely pay all wages owed to Mr. Orozco and other aggrieved employees at the time of termination or resignation, in violation of California Labor Code §§ 201 – 203. Pres-Tek has failed to pay employees the unpaid regular wages, overtime wages, and meal and rest break premium wages described herein upon the separation of their employment.
6. Failure to provide Mr. Orozco and other aggrieved employees with all wages owed during their employment, in violation of California Labor Code § 204. Pres-Tek has failed to pay employees the unpaid regular wages, overtime wages,

and meal and rest break premium wages described herein in a timely manner during their employment.

7. Failure to reimburse Mr. Orozco and other aggrieved employees for necessary work-related expenses, in violation of California Labor Code §§ 2800 and 2802. Employees were required to use their personal cell phones for work and were not reimbursed for the associated expenses. Employees were also required to use their own tools and equipment.
8. Violation of California Labor Code §§ 558 and 558.1, as a consequence of the violations described herein.

Labor Code § 558 provides that an employer or person acting on behalf of an employer who violates (or causes to be violated) a provision of Labor Code §§ 500 through 558, or a provision of the IWC Wage Orders regarding hours and days of work, is liable for civil penalties of \$50 to \$100 per pay period to each underpaid employee, in addition to other civil penalties provided for by law.

Labor Code § 558.1 provides that an employer or person acting on behalf of an employer who violates (or causes to be violated) a provision of Labor Code §§ 203, 226, 226.7, 1193.6, 1194, or 2802 may be held liable as the employer for such violation.

As set forth herein, Pres-Tek has violated California Labor Code §§ 203, 226, 226.7, 510, 512, 1194, and 2802, and IWC Wage Order 1-2001, and is thus liable for penalties under Labor Code § 558.

Please advise within the required time period whether or not the Labor and Workforce Development Agency intends to investigate these alleged violations. If no such notice is received within 65 calendar days of the date of this letter, Mr. Orozco will proceed with a civil action for penalties pursuant to Labor Code § 2699.

Thank you for your prompt attention to this request.

Sincerely Yours,



Ronald H. Bae

cc: **Via Certified Mail**
Pres-Tek Plastics, Inc.
Attn: General Counsel
10700 7th Street
Rancho Cucamonga, CA 91730