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VIA ONLINE SUBMISSION

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

Re: **Private Attorney General Act Notice**

Dear PAGA Administrator:

This firm represents Joel Araiza Ocampo (“**Plaintiff**”) with respect to Plaintiff’s claims against Lekos Dye & Finishing, Inc., Color Fashion Dye and Finishing LLC and Il Gun Lee (“**Defendants**”).

The purpose of this letter is to comply with Labor Code section 2699.3, which requires an aggrieved employee to notify their employer and the Labor & Workforce Development Agency (“**LWDA**”) of the provisions of the Labor Code that the employer has allegedly violated before filing a civil claim under California’s Labor Code Private Attorneys General Act (“**PAGA**”).

As used herein, the term “**Aggrieved Employees**” refers to Plaintiff and to all current and former employees of Defendants who have worked for Defendants in the State of California. Plaintiff has suffered each of the Labor Code and Wage Order violations asserted herein.

SUMMARY OF FACTS

Joel Araiza Ocampo was employed by Lekos Dye & Finishing, Inc. from 2010 until the company ceased operations in February 2024. Throughout his 14-year tenure with the company, Ocampo regularly worked long hours, typically 12-hour shifts, four to five days per week. Despite this demanding schedule, he was denied legally required rest breaks and was only provided a single 30-minute meal break per shift, even when working in excess of 10 hours per day.



Ocampo was compensated at an hourly rate of \$18 per hour but was not reimbursed for necessary business expenses. He regularly used his personal cell phone for work-related duties, including communication with staff and management, yet was never compensated for this expense in violation of California Labor Code section 2802.

Although Lekos Dye & Finishing, Inc. officially closed in February 2024, Color Fashion Dye and Finishing LLC is operating as a continuation of Lekos Dye & Finishing, Inc., conducting the same fabric dyeing and finishing business, at the same business location, using the same phone number, and under the control of the same managing agent, Il Gun Lee. The seamless transition from Lekos Dye & Finishing, Inc. to Color Fashion Dye and Finishing LLC indicates that the new entity was not formed as a distinct and independent business, but rather as a means to continue operations while evading existing liabilities..

As a result of Defendants' wage and hour violations—including failure to provide meal and rest breaks, failure to pay meal and rest break premiums, and failure to reimburse for necessary business expenses—Ocampo has suffered financial harm. He now seeks to recover all unpaid wages, penalties, and compensation owed to him under California's wage and hour laws, holding both Color Fashion Dye and Finishing LLC and Il Gun Lee personally liable as a successor entity and managing agent of the business

SUMMARY OF CLAIMS

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

a) **Unpaid Wages:** Failing to pay Aggrieved Employees for all hours worked (including overtime), in violation of the applicable Wage Order and Labor Code sections 204, 510, 1194 et seq.

b) **Meal/Rest Breaks (Failure to Provide):** Failing to permit Aggrieved Employees to take timely rest/meal breaks in violation of Labor Code section 226.7, 512, and the applicable Wage Order.

c) **Meal/Rest Breaks (Failure to Pay Premium Pay):** Failing to pay premium pay to Aggrieved Employees for missed or untimely rest/meal breaks, in violation of Labor Code sections 226.7 and 512.

d) **Failure to Pay Wages (Intervals):** Failing to pay all earned wages (including overtime compensation, and premium pay for missed meal and rest breaks), to Aggrieved Employees at least twice a month in violation of Labor Code section 204.



e) **Wage Statement Violations:** Failing to maintain and furnish to Aggrieved Employees accurate, itemized statements of hours worked, gross and net wages earned all applicable hourly rates in effect during the pay period and the number of hours worked at each hourly rate, and deductions in violation of the applicable Wage Order and Labor Code sections 226 and 226.3.

f) **Waiting Time Penalties:** Failing to pay all earned wages (including overtime compensation, and premium pay for missed meal breaks) at the time of termination or within 72 hours of resignation to Aggrieved Employees in violation of Labor Code sections 201, 202, 203, 206, and 227.3.

g) **Failure to Reimburse:** Failing to reimburse Aggrieved Employees for business expenses in violation of Labor Code section 2802.

h) **Violation of IWC Wage Order:** As set forth above, Plaintiff's violations of the Labor Code are also violations of the applicable IWC Wage Order, including those Paragraphs identified as "Hours and Days of Work," "Minimum Wages," "Reporting Time Pay," "Records," "Meal Periods," and "Rest Periods."

Plaintiff has suffered the violations alleged herein. This notice is based on the facts currently known to Plaintiff and is made without prejudice to Plaintiff's right to seek all available remedies for any and all additional violations that may subsequently be discovered or identified.

Please advise this office within 60 days of the post-mark date of this notice whether the Labor & Workforce Development Agency intends to investigate the above-noted Labor Code and Wage Order violations. Thank you for your attention to this matter.

Very truly yours,

Jose M. Herrera

cc: Lekos Dye & Finishing, Inc., Color Fashion Dye and Finishing LLC and Il Gun Lee, *via Certified Mail/Return Receipt Requested*