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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

ALEJANDRO GARNICA-VEGA, an
individual, on behalf of himself and others
similarly situated

PLAINTIFF,

v.

BAPKO METAL, INC.; and DOES 1 thru 50,
inclusive,

DEFENDANTS.

CASE NO. 30-2025-01464229-CU-OE-CXC

[Case Assigned for All Purposes to Hon.
David A. Hoffer in Dept. CX-103]

**[Amended as a matter of right, pursuant to
Labor Code § 2699.3(a)(2)(C)]**

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT**

1. Failure to Pay Wages and/or Overtime Under Labor Code §§ 510, 1194, and 1199
2. Failure to Provide Meal Breaks Pursuant to Labor Code §§ 226.7 and 512
3. Failure to Provide Rest Breaks Pursuant to Labor Code §§ 226.7
4. Violation of Labor Code § 226(a)
5. Penalties Pursuant to Labor Code § 203
6. Violation of Business & Professions Code § 17200
7. Penalties Pursuant to Labor Code § 2699, et seq.

1 Plaintiff ALEJANDRO GARNICA-VEGA, an individual, on behalf of himself, all others
2 similarly situated, and on behalf of the people of the State of California and as “aggrieved
3 employees” under Labor Code Private Attorneys General Act of 2004, § 2699, *et seq.* (hereafter
4 “PAGA”), complains of Defendant BAPKO METAL, INC. (“Defendant”) and each of them, as
5 follows:

6 **I.**

7 **INTRODUCTION**

8 1. This is a Class and Representative Action, pursuant to Code of Civil Procedure §
9 382, on behalf of Plaintiff and a Proposed Class defined as :

10 All persons who are employed or have been employed as an hourly
11 employee by BAPKO METAL, INC., in the State of California
12 since four (4) years prior to the filing of this action to the present.
13 (“Proposed Class”)

14 2. From at least four (4) years prior to the filing of this action continuing to the present,
15 Defendant has had a consistent policy of failing to pay wages and/or overtime to all Proposed Class
16 Members when they work more than eight hours in a day or forty hours in a week. Plaintiff and
17 other Proposed Class Members were not properly compensated for overtime at the appropriate rate
18 of pay.

19 a. Defendant maintained an unlawful policy of auto-deducting for meal periods.
20 This auto-deduct policy resulted in the unlawful withholding of wages and/or
21 overtime. Plaintiff and the Proposed Class were also not properly compensated
22 for all hours worked because, Defendant fails to pay Plaintiff and the Proposed
23 Class members for each and every hour worked. Defendant auto-deducted meal
24 and rest breaks from Plaintiff and the Proposed Class members’ paychecks even
25 when Plaintiff and the Proposed Class did not receive their meal and or rest
26 breaks. Defendant also failed to pay Plaintiff and the Proposed Class for the
27 thirty minutes of time it automatically deducted. As a result, Plaintiff and all
28 Proposed Class members were forced to work on a regular and consistent basis
without receiving compensation for all hours worked at the proper rate.

1 3. From at least four (4) years prior to the filing of this action and continuing to the
2 present, Defendant has had a consistent policy of failing to inform Proposed Class Members of
3 their right to take meal periods by way of a lawful policy and requiring Proposed Class members
4 within the State of California, including Plaintiff, to work at least five (5) hours without a meal
5 period and failing to pay such employees one (1) hour of pay at the employees' regular rate of
6 compensation for each workday that the meal period is not provided or provided after five (5)
7 hours, as required by California state wage and hour laws. Additionally, Defendant has had a
8 consistent policy of failing to pay meal period premiums in compliance with California law.

9 4. For at least four (4) years prior to the filing of this action continuing to the present,
10 Defendant has had a consistent policy of failing to inform Proposed Class members of their right
11 to take second meal periods by way of a lawful policy and of requiring all Proposed Class members
12 to work at least ten (10) hours without a second meal period. Additionally, Defendant has failed
13 to pay such employees one (1) hour of pay at the employee's regular rate of compensation for each
14 workday that the second meal period is not provided or provided after ten (10) hours, as required
15 by California state wage and hour laws.

16 5. Further, Defendant maintained a policy where it automatically deducted 30 minutes
17 of time for a meal period each day without determining whether an employee actually took a meal
18 period and whether that meal period was timely and lasted a full thirty minutes. As explained
19 below, Defendant actually failed to provide these meal periods. Therefore, Defendant engaged in
20 a practice of automatically deducting 30 minutes of time. This "auto-deduct" practice resulted in
21 Defendant failing to pay Plaintiff and the Proposed Class all wages at the appropriate rate for all
22 hours worked.

23 6. For at least four (4) years prior to the filing of this action and continuing to the
24 present, Defendant has had a consistent policy of failing to inform Proposed Class Members of
25 their right to take rest periods by way of a lawful policy and of failing to provide Proposed Class
26 Members within the State of California, including Plaintiff, rest periods of at least ten (10) minutes
27 per four (4) hours worked or major fraction thereof and failing to pay such employees one (1) hour
28 of pay at the employee's regular rate of compensation for each workday that the rest period was

1 not provided, as required by California state wage and hour laws. Additionally, Defendant has had
2 a consistent policy of failing to pay rest period premiums in violation of Labor Code §§ 226.7 and
3 512.

4 7. For at least one (1) year prior to the filing of this action continuing to the present,
5 Defendant has failed to comply with Industrial Welfare Commission (“IWC”) Wage Order 1-2001
6 and Labor Code § 226(a) by failing to maintain time records showing all applicable hourly rates
7 in effect during the pay period, and the corresponding number of hours worked at each hourly rate
8 by the employee and failing to include the required information on the itemized wage statements.

9 8. For at least three (3) years prior to the filing of this action continuing to the present,
10 Defendant has failed to pay all wages due at the time of termination or resignation to Plaintiff and
11 the Proposed Class.

12 9. Plaintiff, on behalf of himself and all Proposed Class Members brings this action
13 pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, and 1199; Wage Order
14 1-2001; and California Code of Regulations, Title 8, Section 11010, seeking unpaid
15 wages/overtime, meal and rest period penalties, accurate itemized wage statements, other
16 penalties, injunctive and other equitable relief, and reasonable attorneys’ fees and costs.

17 10. Plaintiff, on behalf of himself and all Proposed Class members, pursuant to
18 Business & Professions Code §§ 17200-17208, also seeks injunctive relief, restitution, and
19 disgorgement of all benefits Defendant enjoyed from its unlawful conduct as described herein.

20 11. For at least one (1) year prior to the date of the letter sent to the Labor Workforce
21 and Development Agency (“LWDA”) and Defendant giving notice of the claims pursuant to
22 PAGA, Defendant has violated Labor Code provisions, as detailed below, giving rise to a claim
23 pursuant to PAGA. Plaintiff, on behalf of himself and all aggrieved employees presently or
24 formerly employed by Defendant during the liability period as defined in his PAGA notice letter
25 (*see* Exhibit “1”), brings this representative action pursuant to Labor Code § 2699, *et seq.* seeking
26 penalties for Defendant’s violations of Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512,
27 1194, 1194.2, and 1199.

28 **II.**

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13. This Court has personal jurisdiction over Defendant because Defendant has caused injuries in the County of Orange and the State of California through their acts, and by their violation of the California Labor Code, California state common law, and California Business & Professions Code § 17200, *et seq.*

15. This case should be classified as complex according to Rule 3.400 of the California Rules of Court, and assigned to a complex litigation judge and department, as it will involve substantial documentary evidence, a large number of witnesses, and is likely to involve extensive motion practice raising difficult or novel issues that will be time-consuming to resolve and would require substantial post judgment judicial supervision.

III.

PARTIES

17. Plaintiff ALEJANDRO GARNICA-VEGA is a resident of California.

- a. Work without being paid for all hours at the appropriate overtime rate;

a. Work without being paid for all hours at the appropriate overtime rate;

1 c. Work without being provided rest periods;

2 d. Work without being provided accurate itemized wage statements;

3 19. Defendant willfully failed to compensate Plaintiff and all Proposed Class members
4 for wages at the termination of their employment with Defendant.

5 20. As a result of this conduct, Defendant has engaged in unfair competition and
6 unlawful business practices.

7 21. Plaintiff and all aggrieved employees as defined in his notice letter to the LWDA
8 are “aggrieved employees” within the meaning of Labor Code § 2699, *et seq.* (see Labor Code
9 §2699(c).)

10 **B. DEFENDANTS**

11 22. Defendant BAPKO METAL, INC. is believed to be a California corporation
12 operating within the State of California. Defendant’s corporate address is believed to be 721 South
13 Parker St., Suite 300, Orange, CA 92868. Upon information and belief, Defendant employed
14 Plaintiff and similarly situated persons as hourly employees within California. Defendant has done
15 and does business throughout the State of California.

16 23. The true names and capacities, whether individual, corporate, associate, or
17 otherwise, of Defendants sued herein as DOES 1 to 50, inclusive, are currently unknown to
18 Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure
19 § 474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants
20 designated herein as a DOE is legally responsible in some manner for the unlawful acts referred
21 to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and
22 capacities of the Defendants designated hereinafter as DOES when such identities become known.

23 24. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
24 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint
25 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are
26 legally attributable to the other Defendants. Furthermore, Defendants in all respects acted as the
27 employer and/or joint employer of Plaintiff and the Proposed Class members.

28 25. Furthermore, Defendants acted in all respects as the employers or joint employers

1 of the Proposed Class. Defendants, and each of them, exercised control over the wages, hours or
2 working conditions of the Proposed Class, or suffered or permitted the Proposed Class to work, or
3 engaged, thereby creating a common law employment relationship, with the Proposed Class.
4 Therefore, Defendants, and each of them, employed or jointly employed the Proposed Class.

5 **IV.**

6 **FACTUAL BACKGROUND**

7 26. Plaintiff and the Proposed Class are, and at all times pertinent hereto, have been
8 classified as non-exempt employees by Defendant. Defendant hires employees who work as
9 hourly employees who are paid on an hourly basis.

10 27. Upon information and belief, Plaintiff and the Proposed Class are covered by
11 California Industrial Welfare Commission Occupational Wage Order No. 1-2001 (Title 8 Cal.
12 Code of Regs. § 11010).

13 28. On a regular and consistent basis, Plaintiff and the Proposed Class Members were
14 not paid at the proper rate of compensation. Plaintiff and Proposed Class Members were not
15 properly compensated for overtime at the appropriate rate of pay because Defendant failed to
16 compensate them at the appropriate overtime rate when they worked over eight hours in one day
17 or forty hours in one week.

18 29. On a regular and consistent basis, Plaintiff and the Proposed Class were not paid
19 all wages at the appropriate rate of pay. As a result of Defendant's unlawful "auto-deduct" policy,
20 Defendant has failed to pay Plaintiff and the Proposed Class wages for all time worked at the
21 appropriate rate of pay.

22 30. Defendant failed to inform Plaintiff and the members of the Proposed Class of their
23 right to take compliant first and second meal periods by way of a lawful policy.

24 31. Plaintiff and all Proposed Class members have been forced by Defendant to work
25 over five (5) hours in one day without being provided a thirty (30) minute uninterrupted meal break
26 and not being compensated one (1) hour of pay at the regular rate of compensation for each
27 workday that a meal period was not provided or provided after five (5) hours, all in violation of
28 California labor laws, regulations, and Industrial Welfare Commission Wage Orders.

1 Additionally, Defendant failed to inform Plaintiff and the Proposed Class of their right to take
2 meal periods by way of a lawful policy. Further, Defendant has had a consistent policy of failing
3 to pay meal period premiums in compliance with California law.

4 32. Plaintiff and all Proposed Class members have been forced by Defendant to work
5 over ten (10) hours in one day without being provided a second thirty (30) minute uninterrupted
6 meal break period(s) and not being compensated one (1) hour of pay at the regular rate of
7 compensation for each workday that a second meal period was not provided, all in violation of
8 California labor laws, regulations, and Industrial Welfare Commission Wage Orders. Additionally,
9 Defendant failed to inform Plaintiff and the Proposed Class of their right to take second meal
10 periods by way of a lawful policy.

11 33. Plaintiff and the Proposed Class have been required to work four hour increments
12 (or major fractions thereof) without being provided with a ten (10) minute rest period.
13 Additionally, Defendant failed to inform Plaintiff and the Proposed Class of their right to take rest
14 periods by way of a lawful policy. Defendant has had a consistent policy of failing to pay rest
15 period premiums in violation of Labor Code §§ 226.7 and 512.

16 34. Defendant has failed to comply with Industrial Welfare Commission (“IWC”)
17 Wage Order 1-2001(7) and Labor Code § 226(a) by failing to issue accurate itemized wage
18 statements reporting all applicable hourly rates in effect during the pay period and the
19 corresponding number of hours worked at each hourly rate by the employee and failing to include
20 the required information on the itemized wage statements.

21 35. Defendant willfully failed to pay wages and compensation, when Plaintiff and all
22 Proposed Class members quit or were discharged. This failure was willful, without legal
23 justification, and interfered with Plaintiff’s and Class members’ rights.

24 36. As a result of the acts alleged herein, Defendant violated Labor Code §2699, *et seq.*

25 **V.**

26 **CLASS ACTION ALLEGATIONS**

27 37. Plaintiff brings this action on behalf of himself and all others similarly situated as
28 a Class Action pursuant to § 382 of the Code of Civil Procedure. Plaintiff seeks to represent a

1 proposed class composed of and defined as follows:

2 All persons who are employed or have been employed as an hourly
3 employee by BAPKO METAL, INC., in the State of California
4 since four (4) years prior to the filing of this action to the present.
5 (“Proposed Class”)

6 38. Plaintiff reserves the right under Rule 3.765(b) of the California Rules of Court to
7 amend or modify the class description with greater specificity, by division into subclasses, or by
8 limitation to particular issues.

9 39. This action has been brought and may properly be maintained as a class action
10 under the provisions of § 382 of the Code of Civil Procedure because there is a well-defined
11 community of interest in the litigation and the Proposed Classes are easily ascertainable.

12 **A. NUMEROSITY**

13 40. The potential members of the Proposed Class as defined are so numerous that
14 joinder of all the members of the Proposed Class is impracticable. While the precise number of
15 Proposed Class members has not been determined at this time, Plaintiff is informed and believes
16 that Defendant currently employ, and during the relevant time periods employed over 50 members
17 of the Proposed Class.

18 41. Plaintiff alleges that Defendant’s employment records would provide information
19 as to the number and location of all Proposed Class members. Joinder of all members of the
20 Proposed Class is not practicable.

21 **B. COMMONALITY**

22 42. There are questions of law and fact common to the Proposed Class that predominate
23 over any questions affecting only individual Proposed Class members. These common questions
24 of law and fact include, without limitation:

25 a. Whether Defendant failed to pay wages and/or overtime compensation as
26 required by the Labor Code and Wage Orders under Labor Code §§ 510, 1194, and 1199;

27 b. Whether Defendant violated Labor Code § 226.7 and IWC Wage Order 1-
28 2001 or other applicable IWC Wage Orders, by failing to inform Plaintiff and the Proposed Class
of their right to take meal periods and by failing to provide required meal periods throughout the

term of employment and failing to compensate said employees one (1) hours wages in lieu of meal periods;

c. Whether Defendant violated Labor Code § 226.7 and IWC Wage Order 1 - 2001 or other applicable IWC Wage Orders, by failing to inform Plaintiff and the Proposed Class of their right to take rest periods and failing to provide required rest periods throughout the term of employment and failing to compensate said employees one (1) hours wages in lieu of rest periods;

d. Whether Defendants violated Labor Code § 226(a) and Wage Order 1-2001 or other applicable IWC Wage Orders, and Cal. Code Regs., Title 8, Section 11010 by failing to keep accurate records of the hours worked and meal periods and whether Defendant failed to provide an accurate itemized wage statements that reflect all deductions from payment of wages, and accurately report the total hours worked and the applicable rates, for Plaintiff and the members of the Proposed Class;

e. Whether Defendant violated §§ 201-203 of the Labor Code by failing to pay compensation due and owing at the time that any Proposed Class member's employment with Defendant terminated;

f. Whether Defendant violated § 17200, *et seq.* of the Business & Professions Code by engaging in the acts previously alleged; and

g. Whether Plaintiff and the members of the Proposed Class are entitled to equitable relief pursuant to Business & Professions Code § 17200, *et seq.*

h. Whether Defendant violated Labor Code § 2699, *et seq.* by engaging in the acts alleged herein.

C. TYPICALITY

43. The claims of Plaintiff are typical of the claims of the Proposed Class. Plaintiff and all members of the Proposed Class sustained injuries and damages arising out of and caused by Defendant's common course of conduct in violation of laws, regulations that have the force and effect of law, and statutes as alleged herein.

D. ADEQUACY OF REPRESENTATION

1 and the Proposed Class were not paid at the proper overtime rate when they were working more
2 than eight (8) hours in one day or forty (40) hours in one week. Defendant maintained an unlawful
3 policy of auto-deducting for meal periods. This auto-deduct policy resulted in the unlawful
4 withholding of wages and/or overtime. Plaintiff and the Proposed Class were also not properly
5 compensated for all hours worked because, Defendant fails to pay Plaintiff and the Proposed Class
6 members for each and every hour worked. Defendant auto-deducted meal and rest breaks from
7 Plaintiff and the Proposed Class members' paychecks even when Plaintiff and the Proposed Class
8 did not receive their meal and or rest breaks. Defendant also failed to pay Plaintiff and the Proposed
9 Class for the thirty minutes of time it automatically deducted. As a result, Plaintiff and all Proposed
10 Class members were forced to work on a regular and consistent basis without receiving
11 compensation for all hours worked at the proper rate.

12 51. By their policy of requiring Plaintiff and members of the Proposed Class to work
13 in excess of eight (8) hours in a workday and/or forty (40) hours in a workweek without
14 compensating them at the rate of one-half (1 ½) their regular rate of pay, Defendant willfully
15 violated the provisions of Labor Code §§ 510, 1194 and 1199.

16 52. As a result of the unlawful acts of Defendant, Plaintiff and the Proposed Class
17 Members have been deprived of wages and/or overtime in amounts to be determined at trial, and
18 are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and
19 costs.

20 VII.

21 SECOND CAUSE OF ACTION

22 PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS

23 FAILURE TO PROVIDE MEAL PERIODS PURSUANT TO

24 LABOR CODE § 226.7 AND LABOR CODE § 512

25 53. Plaintiff, on behalf of himself and the Proposed Class, realleges and incorporates
26 by reference all previous paragraphs.

27 54. Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of
28 compensation for each meal period the employer fails to provide. Employees are entitled to a first

1 meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided within the
2 first five (5) hours of the shift, and a second meal period of at least thirty (30) minutes for shifts
3 over ten (10) hours. If an employee is entitled to a second meal period, it must be provided after
4 no more than ten (10) hours of work. Defendant failed to maintain a policy informing Plaintiff
5 and the Proposed Class of these rights.

6 55. In addition, as described above, Defendant has maintained an unlawful “auto-
7 deduct” policy wherein it automatically deducts 30 minutes of time from the employee’s total
8 hours worked for the day regardless of whether a lawful meal period was actually provided under
9 California law. Routinely, Plaintiff and the Proposed Class took meal periods of less than thirty
10 minutes in length.

11 56. Plaintiff and the Proposed Class consistently worked shifts over five (5) hours.
12 Defendant failed to provide Plaintiff and the Proposed Class with proper meal periods of not less
13 than thirty (30) minutes as required by the Labor Code during the relevant time period.

14 57. Plaintiff and the Proposed Class consistently worked shifts over 10 (10) hours.
15 Defendant failed to provide Plaintiff and the Proposed Class with timely meal periods of not less
16 than thirty (30) minutes within the first ten (10) hours for shifts over ten (10) hours work as
17 required by the Labor Code during the relevant time period. Plaintiff and the Proposed Class rarely
18 received compliant meal breaks, and often took late meal breaks due to being overworked.

19 58. Defendant has had a consistent policy of failing to pay Plaintiff and the Proposed
20 Class one (1) hour of pay at the employees’ regular rate of compensation for each workday that all
21 required meal periods were not provided, as required by California state wage and hour laws. On
22 July 15, 2021, in *Ferra v. Loews Hollywood Hotel, LLC*, the California Supreme Court set forth
23 the formula for calculating the one extra hour of bonus pay that employees are owed if an employer
24 fails to provide a compliant meal period or rest break. Specifically, the Court held that those bonus
25 payments must include the hourly value of any nondiscretionary earnings (such as a
26 nondiscretionary bonuses, commissions, etc.), and cannot simply be paid at an employee’s base
27 hourly rate. Defendant has had a consistent policy of failing to pay meal period premiums in
28 compliance with California law.

59. Pursuant to Labor Code § 226.7, Plaintiff and the Class are entitled to damages in an amount equal to one (1) hour of wages per missed meal break, per day in a sum to be proven at trial.

VIII.

THIRD CAUSE OF ACTION

PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS

FAILURE TO ALLOW REST PERIODS PURSUANT TO

LABOR CODE § 226.7

60. Plaintiff, on behalf of himself and the proposed Class, realleges and incorporates by reference all previous paragraphs.

61. Labor Code § 226.7 requires an employer to pay an additional hour (1) of compensation for each rest period the employer fails to provide. Employees are entitled to a paid ten (10) minute rest break for every four (4) hours worked (or major fraction thereof). Defendant failed to maintain a policy informing Plaintiff and the Proposed Class of this right.

62. Plaintiff and the Proposed Class consistently worked shifts with no rest breaks, and Defendant failed to maintain an accurate policy advising Plaintiff and the Proposed Class of these rest breaks and failed to provide Plaintiff and the Proposed Class with rest breaks of not less than ten (10) minutes as required by the Labor Code during the relevant time period.

63. In addition, Plaintiff and the Proposed Class were not compensated with one (1) hour of wages for each compliant rest period not provided as required by Labor Code § 226.7. As discussed above, *Ferra* requires the rest period premium payments must include the hourly value of any nondiscretionary earnings (such as a nondiscretionary bonuses), and cannot simply be paid at an employee's base hourly rate. Defendant has had a consistent policy of failing to pay rest premiums in violation of Labor Code § 226.7.

64. Pursuant to Labor Code § 226.7, Plaintiff and the Proposed Class are entitled to damages in an amount equal to one (1) hour of wages per missed rest period, in a sum to be proven at trial.

IX.

1 **FOURTH CAUSE OF ACTION**

2 **PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS**

3 **VIOLATION OF LABOR CODE § 226(A)**

4 65. Plaintiff, on behalf of himself and the Proposed Class, realleges and incorporates
5 by reference all previous paragraphs.

6 66. California Labor Code § 226(a) requires employers to issue wage statements that
7 accurately report total hours worked, and accurately report appropriate rates of pay and the
8 corresponding number of hours worked at each hourly rate. (Labor Code §§ 226(a)(2), and (9).)

9 67. As a result of Defendant's failure to pay wages as described above, Defendant has
10 failed to include the appropriate rates of pay and the accurate hours worked on itemized wage
11 statements for Plaintiff and the Proposed Class.

12 68. Labor Code § 226(a)(2) requires that every employer shall semimonthly or at the
13 time of each payment of wages, furnish each of his or her employees, an accurate itemized
14 statement in writing showing the total hours worked by the employee. Plaintiff and the Class are
15 issued wage statements that do not include the total hours worked by the employee.

16 69. Labor Code § 226(a)(9) requires that every employer shall semimonthly or at the
17 time of each payment of wages, furnish each of his or her employees, an accurate itemized
18 statement in writing showing all applicable hourly rates in effect during the pay period and the
19 corresponding number of hours worked at each hourly rate by the employee. Plaintiff and the
20 Class are issued wage statements that do not include all applicable hourly rates in effect during the
21 pay period and the corresponding number of hours worked at each hourly rate by the employee.

22 70. Defendants' failure to provide accurate itemized wages statements according to
23 Labor Code § 226(a) was all done on a regular and consistent basis.

24 71. An employee suffering injury as a result of a knowing and intentional failure by an
25 employer to comply with Labor Code § 226(a) is entitled to recover the greater of all actual
26 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred
27 dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an
28 aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and

1 reasonable attorneys' fees.

2 **X.**

3 **FIFTH CAUSE OF ACTION**

4 **PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS**

5 **WAITING TIME PENALTIES UNDER LABOR CODE § 203**

6 72. Plaintiff, on behalf of himself and the Proposed Class, realleges and incorporates
7 by reference all previous paragraphs.

8 73. Numerous members of the Proposed Class including the Plaintiff are no longer
9 employed by Defendant. They were either fired or quit Defendant's employ.

10 74. Defendant's failure to pay wages, as alleged above was willful in that Defendant
11 knew wages to be due but failed to pay them, thus entitling Plaintiff and the Proposed Class to
12 penalties under Labor Code § 203, which provides that an employee's wages shall continue as a
13 penalty until paid for a period of up to thirty (30) days from the time they were due.

14 75. Defendant has failed to pay Plaintiff and others a sum certain at the time of
15 termination or within seventy-two (72) hours of their resignation, and have failed to pay those
16 sums for thirty (30) days thereafter. Pursuant to the provisions of Labor Code § 203, Plaintiff and
17 the Proposed Class are entitled to a penalty in the amount of Plaintiff's and the Proposed Class
18 members' daily wage multiplied by thirty (30) days.

19 **XI.**

20 **SIXTH CAUSE OF ACTION**

21 **PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS**

22 **UNFAIR COMPETITION PURSUANT TO BUSINESS & PROFESSIONS CODE § 17200**

23 76. Plaintiff, on behalf of himself and the Proposed Class, realleges and incorporates
24 by reference all previous paragraphs.

25 77. This is a Class Action for Unfair Business Practices. Plaintiff, on behalf of himself,
26 on behalf of the general public, and on behalf of the Proposed Class, bring this claim pursuant to
27 Business & Professions Code § 17200, *et seq.* The conduct of Defendant as alleged in this
28 Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiff, the general

1 public, and the Proposed Class. Plaintiff seeks to enforce important rights affecting the public
2 interest within the meaning of Code of Civil Procedure § 1021.5.

3 78. Plaintiff is a “person” within the meaning of Business & Professions Code § 17204,
4 and therefore has standing to bring this cause of action for injunctive relief, restitution, and other
5 appropriate equitable relief.

6 79. Business & Profession Code § 17200, *et seq.* prohibits unlawful and unfair business
7 practices.

8 80. California’s wage and hour laws express fundamental public policies. Providing
9 employees with proper wages and compensation are fundamental public policies of this State and
10 of the United States. Labor Code § 90.5(a) articulates the public policies of this State to enforce
11 vigorously minimum labor standards, to ensure that employees are not required or permitted to
12 work under substandard and unlawful conditions, and to protect law-abiding employers and their
13 employees from competitors who lower their costs by failing to comply with minimum labor
14 standards.

15 81. Defendant has violated statutes and public policies as alleged herein. Through the
16 conduct alleged in this Complaint, Defendant has acted contrary to these public policies, have
17 violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair
18 business practices in violation of Business & Profession Code § 17200, *et seq.*, depriving Plaintiff,
19 and all persons similarly situated, and all interested persons of rights, benefits, and privileges
20 guaranteed to all employees under law.

21 82. Defendant’s conduct, as alleged hereinabove, constitutes unfair competition in
22 violation of § 17200, *et seq.* of the Business & Professions Code.

23 83. Defendant, by engaging in the conduct herein alleged, either knew or in the exercise
24 of reasonable care, should have known that the conduct was unlawful. As such it is a violation of
25 § 17200, *et seq.* of the Business & Professions Code.

26 84. As a proximate result of the above-mentioned acts of Defendant, Plaintiff and
27 others similarly situated have been damaged in a sum as may be proven.

28 85. Unless restrained, Defendant will continue to engage in the unlawful conduct as

1 alleged above. Pursuant to the Business & Professions Code, this court should make such orders
2 or judgments, including the appointment of a receiver, as may be necessary to prevent the use or
3 employment by Defendant, its agents, or employees, of any unlawful or deceptive practices
4 prohibited by the Business & Professions Code, and/or, including but not limited to, restitution
5 and disgorgement of profits which may be necessary to restore Plaintiff and members of the
6 proposed Class the money Defendant has unlawfully failed to pay.

7 **XII.**

8 **SEVENTH CAUSE OF ACTION**

9 **PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS**

10 **PENALTIES PURSUANT TO LABOR CODE § 2699, ET SEQ.**

11 86. Plaintiff, on behalf of himself and the Proposed Class, reallege and incorporate by
12 reference all previous paragraphs.

13 87. As a result of the acts alleged above and specifically incorporated herein, Plaintiff
14 seeks penalties under Labor Code § 2699, *et seq.* use of Defendant's violation of Labor Code §§
15 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, and 1199; Wage Order 1-2001; and
16 California Code of Regulations, Title 8, Section 11010, which call for civil penalties.

17 88. Plaintiff brings this representative action on behalf of themselves and the State of
18 California as well as a group of aggrieved employees defined as: "All persons who are employed
19 or have been employed as an hourly employee by Bapko Metal, Inc., in the State of California who
20 worked one or more pay periods since one (1) year prior to the date of Plaintiff's PAGA Notice
21 Letter to the LWDA and Defendant and continuing to the present". ("aggrieved employees").

22 89. As a result of the acts alleged above, Plaintiff seeks penalties under Labor Code §
23 2699, *et seq.* because of Defendant's violation of Labor Code §§ 201, 202, 203, 226(a), 226.7, 510,
24 512, 1194, 1194.2, and 1199, which call for civil penalties.

25 90. For each such penalty, Plaintiff and the aggrieved employees are entitled to penalties
26 in an amount to be shown at trial, subject to the following formula:

27 a. \$100 for the initial violation per employee per pay period.

28 b. \$200 for each subsequent violation per employee per pay period.

91. These penalties shall be allocated seventy-five percent (75%) to the LWDA and twenty-five percent (25%) to the affected employees.

92. Pursuant to Labor Code § 2699.3(a)(1), Plaintiff uploaded a notice letter to the LWDA¹ and mailed a letter by certified mail to Defendant's entity address, which is 721 South Parker St., Suite 300, Orange, CA 92868, as proscribed by the Code on March 3, 2025, describing Defendant's conduct in violation of Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, and 1199, (*see* Exhibit "1"). Plaintiff also obtained an e-filing confirmation from the LWDA confirming receipt of the notice (*see* Exhibit "2"). Additionally, Plaintiff received signed green return receipts from Defendant, indicating that it received Plaintiff's letter. (*see* Exhibit "3").

93. As no letter evidencing the LWDA's intention to investigate was received by Plaintiff's Counsel within sixty-five (65) calendar days, Plaintiff is entitled to commence a civil action as though the LWDA had not chosen to investigate pursuant to Labor Code §2699.3(a)(2)(A). Plaintiff will also provide the LWDA with a filed-stamped copy of the First Amended Class and Representative Action Complaint immediately.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For compensatory damages in the amount of unpaid wages and/or overtime not paid to Plaintiff and each Proposed Class member from at least four (4) years prior to the filing of this action to the present as may be proven;

2. For compensatory damages in the amount of Plaintiff's and each Proposed Class Members' hourly wage for each rest period and/or meal period missed or taken late from at least four (4) years prior to the filing of this action to the present as may be proven;

3. For penalties pursuant to Labor Code § 226(e) for violation of Labor Code § 226(a) in the amount of fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding

¹ Plaintiff electronically filed a PAGA Claim Notice to the LWDA, via the State of California Labor and Workforce Development Agency / Department of Industrial Relations website (<https://dir.tfaforms.net/308>).

1 an aggregate penalty of four thousand dollars (\$4,000);

2 4. For penalties pursuant to Labor Code § 203 for all employees who were terminated
3 or resigned equal to their daily wage times thirty (30) days;

4 5. An award of prejudgment and post judgment interest;

5 6. An order enjoining Defendant and its agents, servants, and employees, and all
6 persons acting under, in concert with, or for it from providing Plaintiff with proper wages and/or
7 overtime, meal periods, rest periods, accurate itemized wage statements, and wages upon
8 termination/resignation pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194,
9 1199, and IWC 1-2001;

10 7. For restitution for unfair competition pursuant to Business & Professions Code
11 § 17200, *et seq.*, including disgorgement or profits, in an amount as may be proven;

12 8. For injunctive relief pursuant to Labor Code §226(a) requiring Defendant to remedy
13 the inaccurate itemized wage statements issued to Plaintiff and the Class.

14 9. For injunctive relief pursuant to Business & Professions Code §17200, *et seq.* to
15 remedy the unfair, unlawful and fraudulent activity alleged above.

16 10. For penalties under Labor Code §2699, *et seq.* for Defendant's violation of Labor
17 Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, and 1199;

18 11. An award providing for payment of costs of suit;

19 12. An award of attorneys' fees; and

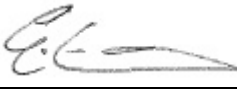
20 13. Such other and further relief as this Court may deem proper and just.

21 **DEMAND FOR JURY TRIAL**

22 Plaintiff hereby demands a trial of his claims by jury to the extent authorized by law.
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1 DATED: May 8, 2025

KINGSLEY SZAMET
EMPLOYMENT LAWYERS

2
3
4 By: 

5 Eric B. Kingsley
6 Kelsey M. Szamet
7 Attorneys for Plaintiff and the Proposed Class
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EXHIBIT "1"



16133 Ventura Boulevard, Suite 1200, 
Encino, California 91436
service@kingsleylawyers.com 
www.kingsleylawyers.com 
(818) 990-8300 

March 3, 2025

LABOR & WORKFORCE DEVELOPMENT AGENCY
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
Via Electronic Submission: <https://dir.tfaforms.net/308>

Bapko Metal, Inc.
721 South Parker St., Suite 300
Orange, CA 92868
Via Certified Mailing: 9589 0710 5270 1148 9680 20

Atkinson, Andelson, Loya, Ruud & Romo
Paul S. Fleck
pfleck@aalrr.com
12800 Center Court Drive, Suite 300
Cerritos, CA 90730
Via Electronic Mail Transmission

Re: Alejandro Garnica-Vega v. Bapko Metal, Inc.
California Labor Code § 2699 Penalties

Gentlepersons:

This office represents Alejandro Garnica-Vega (“Plaintiff”) and a proposed group of current and former employees working for Bapko Metal, Inc. (“Defendant”) in the State of California. The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698, *et. seq.* We herein set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to Plaintiff and all of Defendant’s aggrieved employees.

Plaintiff wishes to bring a representative action on behalf of himself and the State of California as well as on behalf of a group of aggrieved employees defined as: All persons who are employed or have been employed as an hourly employee by Bapko Metal, Inc., in the State of California who worked one or more pay periods since one (1) year prior to the date of this letter and continuing to the present. (“aggrieved employees”).

Defendant has violated Labor Code §§ 510, 1194, 1194.2 and 1199. These statutes require an employer to compensate its employees at the minimum wage rate for all hours worked and at a

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

March 3, 2025

Page 2 of 4

rate of no less than one and one-half times the regular rate of pay for any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek.

Here, Defendant has had a consistent policy of failing to pay wages and/or overtime to Plaintiff and all aggrieved employees. Plaintiff and other aggrieved employees were not properly compensated for all hours worked over eight (8) hours in one day or forty (40) hours in one week.

Additionally, Defendant maintained an unlawful policy of auto-deducting for meal periods. This auto-deduct policy resulted in the unlawful withholding of wages and/or overtime. Plaintiff and other aggrieved employees were also not properly compensated for all hours worked because, Defendant fails to pay Plaintiff and the aggrieved employees for each and every hour worked. Defendant auto-deducted meal and rest breaks from Plaintiff and the aggrieved employees' paychecks even when Plaintiff and the aggrieved employees did not receive their meal and or rest breaks.

Finally, as a result of the meal period auto-deduct policy described below, Defendant also failed to pay Plaintiff and the aggrieved employees for the thirty minutes of time it automatically deducted.

Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of compensation for each meal period the employer fails to provide. Employees are entitled to a first meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided within the first five (5) hours of the shift, and a second meal period of at least thirty (30) minutes for shifts over ten (10) hours. If an employee is entitled to a second meal period, it must be provided after no more than ten (10) hours of work. Defendant failed to maintain a policy informing Plaintiff and the aggrieved employees of these rights. Likewise, the Wage Orders (1-2001) state that: An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than thirty (30) minutes, 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. Pursuant to Labor Code § 226.7(c), if an employer fails to provide an employee with a lawful meal period, the employer must pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that a thirty (30) minute uninterrupted meal period was not provided, was not provided in full, or was not provided in a timely manner.

Here, Defendant failed to apprise Plaintiff and the aggrieved employees of their rights associated with meal periods and failed to provide timely meal periods. Defendant has had a consistent policy of: (1) failing to provide Plaintiff and the aggrieved employees with a compliant meal break that occurred after the first five hours of each shift; (2) required Plaintiff and the aggrieved employees to work shifts over ten (10) hours without providing a second meal period of thirty minutes in length altogether; and (3) failed to pay such employees one (1) hour of pay at the employees regular rate of compensation for each workday that the first meal period was not provided within the first

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

March 3, 2025

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(5) hours of the shift or that a second meal period was not provided. Plaintiff and the aggrieved employees rarely received compliant meal breaks, and often took late meal breaks due to being overworked. As such, Plaintiff is an aggrieved employee within the meaning of PAGA and Defendant has violated §§ 226.7 and 512 with respect to Plaintiff and all aggrieved employees.

Very recently, on July 15, 2021, in *Ferra v. Loews Hollywood Hotel, LLC*, the California Supreme Court set forth the formula for calculating the one extra hour of premium pay that employees are owed if an Employer fails to provide a compliant meal period or rest break. Specifically, the Court held that those premium payments must include the hourly value of any nondiscretionary earnings (such as a nondiscretionary bonuses), and cannot simply be paid at an employee's base hourly rate. Here, Defendant has had a consistent policy of failing to pay meal period premiums in compliance with California law.

Additionally, Defendant maintained a policy of automatically deducting thirty (30) minutes from each shift that Plaintiff and the aggrieved employees worked. This "auto-deduct" policy was unlawful and did not account for whether the employees took their meal periods, took meal periods late, and/or took meal periods of less than thirty minutes.

Pursuant to Labor Code § 226.7 and Wage Order 1-2001, Defendant failed to provide Plaintiff and the aggrieved employees with rest breaks of not less than ten (10) minutes per four (4) hour work period, or major fraction thereof. Additionally, on a regular and consistent basis, Defendant failed to provide Plaintiff and the aggrieved employees with a second rest period despite regularly requiring Plaintiff and the aggrieved employees to work over six (6) hours. Additionally, on a regular and consistent basis, Defendant failed to provide Plaintiff and the aggrieved employees with a third rest period despite regularly requiring Plaintiff and the aggrieved employees to work over ten (10) hours. Plaintiff and the aggrieved employees often did not have time to stop for a rest break while making deliveries. As Such, Defendant failed to provide Plaintiff and the aggrieved employees with compliant rest periods. Further, Plaintiff and the aggrieved employees were not compensated with one (1) hour of wages for each missed rest period as required by Labor Code § 226.7.

As discussed above, *Ferra* requires the rest period premium payments must include the hourly value of any nondiscretionary earnings (such as a nondiscretionary bonuses), and cannot simply be paid at an employee's base hourly rate. Defendants have had a consistent policy of failing to pay rest premiums in violation of Labor Code § 226.7.

As a result of the claims alleged above, Defendant engaged in a practice of failing to provide accurate itemized wage statements in violation of Labor Code § 226(a) which requires that every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, an accurate itemized statement in writing showing all applicable hourly rates in effect during the pay period, and the corresponding number of hours worked at each hourly rate by the employee.

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

March 3, 2025

Page 4 of 4

Labor Code §226(a)(2) requires that every employer shall semimonthly or at the time of each payment of wages, furnish each of his or her employees, an accurate itemized statement in writing showing the total hours worked by the employee. Plaintiff and the aggrieved employees are issued wage statements that do not include the total hours worked by the employee. As such, Plaintiff is an aggrieved employee within the meaning PAGA and Defendants has violated Labor Code §226(a) with respect to Plaintiff and all aggrieved employees.

Also, Defendant issued to Plaintiff and the aggrieved employees itemized wage statements that did not include all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, in violation of Labor Code § 226(a)(9). The itemized wage statements provided to Plaintiff and the aggrieved employees did not include the hours worked at each hourly rate.

Labor Code § 203 provides that if “an employer willfully fails to pay...any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.” Here, Plaintiff and all aggrieved employees were not paid all wages due upon their separation from Defendant’s employ. As such, Plaintiff is an aggrieved employee and Defendant failed to pay Plaintiff and all aggrieved employees all wages due at the time of termination or within seventy-two (72) hours of their resignation, and have failed to pay those sums for thirty (30) days thereafter in violation of Labor Code §203.

Further, under Labor Code § 2699.3(c)(2)(A), Defendant may cure the alleged violations within thirty-three (33) calendar days of the postmark date of this notice and within that period, give notice by certified mail if the alleged violation is cured, including a description of actions taken.

We are constrained to move forward with the filing of this complaint alleging causes of action pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, and 1199, with or without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

Very truly yours,

KINGSLEY SZAMET
EMPLOYMENT LAWYERS

By: 

Eric B. Kingsley
Kelsey M. Szamet

EXHIBIT "2"



State of California

Labor and Workforce Development Agency /
Department of Industrial Relations

Private Attorneys General Act (PAGA) – Filing

New PAGA Claim Notice

Your Information (Person Who is Filing)

Your First Name *

Eric

Your Last Name *

Kingsley

Firm Name (if any) *

Kingsley Szamet Employm

(Enter "in pro per" if you are representing yourself)

Your Email Address *

service@kingsleykingsley.c

Your Street Name, Number and Suite/Apt *

16133 Ventura Blvd., Suite

Your Mobile Phone Number

8189908300

Your City *

Encino

Your Work Phone Number

818-990-8300

Your State *

California

Your Zip/Postal Code *

91436

Plaintiff Information

Plaintiff/Aggrieved Employee Name *

Alejandro Garnica-Vega

Plaintiff/Aggrieved Employee Occupation *

Driver

[Add Additional Plaintiffs](#)

Employer Information

Employer Entity Type

Please select...

Employer Name *

Bapko Metal, Inc.

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

721 South Parker St., Suite 300

Employer City *

Orange

Employer State *

California

**Employer Zip/Postal Code ***

92868

**Employer Industry ***

Construction

**Add additional defendants**

- ☐ Add any entity other than an individual
- ☐ Add an individual/sole proprietor employer

Notice General Information**Estimated Number of Employees Impacted by Violations ***

50

Notice Violations – Check All that Apply ***Child Labor – Specify Ages**

- ☐ Child Labor
- ☐ Misclassification Employee Classified as Contractor
- ☐ Misclassification NonExempt Classified as Exempt
- ☐ Minimum Wage
- ☒ Overtime
- ☒ Not paid for all hours worked
- ☒ Not paid wages due on termination
- ☐ Other Unpaid Wages
- ☐ Tips or Gratuities
- ☐ Payment or Reimbursement of Employee Expenses
- ☐ Improper Form of Payment Including NSF Checks
- ☐ Kickbacks
- ☒ Meal and Rest Breaks
- ☐ Sick Leave
- ☐ Lactation Accommodation (Labor Code 1030–1033)
- ☐ Not providing required time off, other
- ☐ Pay Discrimination on basis of sex, (Labor Code 1197.5)
- ☐ No Wage Statements
- ☒ Improper or Incomplete Wage Statements
- ☐ Other Notice or Posting or Recordkeeping
- ☐ Public Works (Labor Code 1720 – 1815)
- ☐ Apprenticeship (Labor Code 3070 – 3098)
- ☐ Occupational Safety and Health (Labor Code 6300 et seq)
- ☐ No Workers' Compensation
- ☐ Licensing, Registration, or Permit
- ☐ Unfair Immigration Activities
- ☐ Agricultural Labor Relations
- ☐ Industrial Homework
- ☐ Retaliation for Protected Status or Activity (Specify)
- ☐ Other

PAGA Claim Type – Check All that Apply *

- ☒ Notice asserts one or more Labor Code violations listed in Labor Code 2699.5– not curable subject to 2699.3(a)
- ☐ Notice asserts one or more OSHA violations subject to requirements of 2699.3(b)
- ☐ Includes one or more violations not listed in Labor Code 2699.5 – curable subject to 2699.3(c)

Filing Fee

A filing fee of \$75 is required to file a new PAGA claim notice.

IFP

☐ I wish to claim In Forma Pauperis and am attaching a Confidential Request to Waive Court Fees (Judicial Council Court Form FW-001) or similar form to this submission.

Billing information

Billing First Name *

Eric

Billing Last Name *

Kingsley

Billing Email *

service@kingsleykingsley.c

Billing Phone

8189908300

Billing Street Name, Number and Suite/Apt *

16133 Ventura Blvd., Suite 1200

Billing City *

Encino

Billing State *

California

Billing Zip/Postal Code *

91436

Credit Card Type *

[REDACTED]

Credit Card Number *

[REDACTED]

CVV Number *

[REDACTED]

Credit Card Expiration Month *

[REDACTED]

mm

Credit Card Expiration Year *

[REDACTED]

yyyy

Notice and Other Attachments

PAGA Claim Notice (must be a .pdf) *

 PAGA Letter -...PKO Metal.pdf

Other Attachment - (if any) (must be a .pdf)

 No file chosen[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ I understand that, if I file, I must comply with the redaction rules consistent with this notice.

[Previous Page](#)

[Submit](#)

Thank you. If you provided an email address with your submission, a confirmation regarding your submission will be emailed to you. Otherwise, you can search for the case to verify that your submission was properly received.

[Click Here](#) to Search Case



State of California - Department of Industrial Relations Customer Receipt / Purchase Confirmation

From noreply@salesforce.com <noreply@salesforce.com>
on behalf of
LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
Date Mon 3/3/2025 2:03 PM
To Service Email <service@kingsleylawyers.com>

External Email!

Thank you for your payment.

Order Information

Merchant: State of California - Department of Industrial Relations

Case Number: LWDA-CM-1083687-25

Order Number: ORD-000319439

Total:\$75.00

Card Type: [REDACTED]

Date: 3/3/2025

Billing Information

Name: Eric Kingsley

Email: service@kingsleykingsley.com

Billing Address:

16133 Ventura Blvd., Suite 1200

Encino, California

91436



Thank you for submission of your PAGA Case.

From noreply@salesforce.com <noreply@salesforce.com>
on behalf of
LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
Date Mon 3/3/2025 2:03 PM
To Service Email <service@kingsleylawyers.com>

External Email!

3/3/2025

LWDA Case No. LWDA-CM-1083687-25
Law Firm : Kingsley Szamet Employment Lawyers
Plaintiff Name : Alejandro Garnica-Vega
Employer: Bapko Metal, Inc.
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

Please note that a PAGA Notice is not a complaint within the meaning of Division 5 (Labor Code §§6300 et seq.). To file a complaint about workplace safety and health hazards with Cal/OSHA, please visit: <https://www.dir.ca.gov/dosh/complaint.htm>

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: [http://labor.ca.gov/Private Attorneys General Act.htm](http://labor.ca.gov/Private_Attorneys_General_Act.htm)

EXHIBIT "3"

USPS TRACKING#

SANTA ANA CA 926
8 MAR 2025 PM 7 L



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

02 8465 3186 4058 19

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

Kingsley Szamet Employment Lawyers
16133 Ventura Blvd,
Suite 1200
Encino, CA 91436-2416

Page 1 (33/25)
Bapko Metal Inc

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Bapko Metal, Inc.
721 South Parker St.,
Suite 300
Orange, CA 92868



9590 9402 8465 3186 4058 19

2. Article Number (Transfer from service label)

9589 0710 5270 1148 9680 20

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Rosel G*☐ Agent☐ Addressee

B. Received by (Printed Name)

Rose Gonzalez

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Insured Mail☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Signature Confirmation™☐ Signature Confirmation

Restricted Delivery

Mail Restricted Delivery

(00)

Domestic Return Receipt