



May 16, 2025

VIA ONLINE SUBMISSION

California Labor and Workforce Development Agency
Private Attorneys General Act – Filing

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

Agent for Service of Process for Top Pro Enterprises, Inc.
Attn: ACorporation4Less.com, Inc.
110 N. Maclay Ave., Ste. 112
San Fernando, CA 91340

**Re: *Perez v. Top Pro Enterprises, Inc.*
 PAGA Notice**

Dear California Labor and Workforce Development Agency and Top Pro Enterprises, Inc.:

Please be advised that Torus LLP represents the interests of Israel Perez (“Claimant”). The purpose of this correspondence is to inform you that Claimant intends to seek penalties, on behalf of himself and all other aggrieved employees, against his employer Top Pro Enterprises, Inc. (“TPE”) pursuant to the Private Attorneys General Act of 2004 (“PAGA”), Labor Code Sections 2698 *et seq.* This correspondence serves as Claimant’s written notice by online filing with the Labor and Workforce Development Agency (“LWDA”) and by certified mail to the employer(s) of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations, as required by Labor Code Section 2699.3(a)(1).

Specific Provisions of the Labor Code Alleged to Have Been Violated

The specific provisions of the Labor Code alleged to have been violated are as follows: Labor Code Sections 201, 202, 203, 204, 206, 210, 226, 226.3, 226.7, 226.8, 246, 246.5, 248.5, 256, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2800, and 2802.

Facts and Theories Supporting the Alleged Violations

Top Pro Enterprises, Inc. (“TPE”) is a construction company in California. TPE employed Claimant as a non-exempt hourly employee in California within one (1) year of the date of this correspondence. Claimant’s job duties included, *inter alia*, demolishing and removing flooring, removing nails, cleaning, and loading and unloading trucks. TPE employed and/or currently employ other aggrieved employees in California. The aggrieved employees consist of all employees employed by TPE during the “PAGA Period,” which is defined as one (1) year prior to the submission of this letter to the LWDA and certified mailing to TPE to the present.

During the PAGA Period, TPE failed to pay Claimant and other aggrieved employees minimum, regular, overtime, and double time wages for all hours worked at the legally mandated rates. During the PAGA Period, Claimant and aggrieved employees regularly worked more than eight (8) hours per workday, 10 hours per workday, 12 hours per workday, and/or over 40 hours per workweek. Specifically, TPE failed to provide Claimant and aggrieved employees with paid sick days. In addition, TPE paid Claimant's and aggrieved employees' overtime hours worked at their regular rate of pay. TPE also required Claimant and aggrieved employees to report to the worksite before the start of their scheduled shifts, attend meetings, and then permitted them to clock in for work, without compensation for the time spent under the employer's control. Further, TPE required Claimant and aggrieved employees to wait in line for several minutes to clock in without compensation for the time spent under the employer's control. TPE also failed to compensate Claimant and aggrieved employees for off-the-clock work. Further, TPE required Claimant and aggrieved employees to use their personal vehicles to travel to and from worksites that were farther than their regular commute without compensation for travel time. As such, TPE failed to pay Claimant and other aggrieved employees minimum, regular, overtime, and double time wages for all hours worked in violation of Labor Code Sections 204, 206, 210, 226.8, 246, 246.5, 248.5, 510, 558, 1171, 1194, 1197, 1197.1, and 1198, and the applicable Industrial Welfare Commission ("IWC") Wage Orders.

During the PAGA Period, TPE failed to provide timely off-duty 30-minute meal periods within the appropriate time intervals to Claimant and other aggrieved employees as required by Labor Code Section 512 and Section 11 of the applicable Wage Order. Specifically, Claimant and aggrieved employees had their meal periods missed, late, interrupted, rounded, shortened, automatically deducted, on-duty, and/or restricted to the worksite due to TPE's work demands, understaffing, policies, and practices. For example, TPE restricted Claimant's and aggrieved employees' meal periods to the jobsite. TPE also failed to provide second meal periods when Claimant and aggrieved employees worked over 10 hours in a workday. TPE failed to compensate Claimant and other aggrieved employees with an additional hour of pay at their regular rate for every day in which they suffered a meal period violation. Accordingly, TPE failed to provide Claimant and other aggrieved employees with timely, uninterrupted off-duty meal periods for at least 30 minutes when they worked more than five (5) hours and/or 10 hours in a workday, and failed to compensate Claimant and other aggrieved employees with an additional hour of pay at their regular rate of pay for every day in which they were denied a compliant meal period, in violation of Labor Code Sections 226.7, 512, and the IWC Wage Orders.

During the PAGA Period, TPE failed to authorize or permit ten-minute (10) rest periods for every four (4) hours worked or major fraction thereof. Specifically, TPE failed to provide compliant rest breaks to Claimant and aggrieved employees due to its work demands, understaffing, policies, and practices as mentioned above. As such, Claimant and aggrieved employees regularly had their rest breaks missed, shortened, late, on-duty, restricted to the worksite, and/or interrupted. Specifically, TPE restricted Claimant's and aggrieved employees' rest periods to the jobsite. TPE also failed to provide third rest breaks when Claimant and aggrieved employees worked over 10 hours in a workday. TPE failed to compensate Claimant and other aggrieved employees with an additional hour of pay at their regular rate for every day in which they suffered a rest period violation. Accordingly, TPE violated Labor Code Section 226.7 and the applicable IWC Wage Orders.

During the PAGA Period, TPE failed to authorize or permit Claimant and aggrieved employees from taking recovery periods. Specifically, Claimant and aggrieved employees were required to work outdoors at various construction sites during hot days, including during summer, without access to shade or recovery periods to cool down and prevent heat illness. TPE failed to compensate Claimant and other aggrieved employees with an additional hour of pay at their regular rate for every day in which they suffered a recovery period violation of Labor Code sections 226.7, 1198, and the applicable IWC Wage Orders.

During the PAGA Period, TPE failed to reimburse Claimant and other aggrieved employees for all necessary business expenses incurred for TPE's benefit. Specifically, TPE required Claimant and aggrieved employees to use their personal cell phones (e.g., communicate with TPE), vehicles (e.g., travel to worksites farther than their normal commute to work), and tools to perform their job duties without reimbursement. Accordingly, TPE violated Labor Code sections 2800 and 2802.

As a result of, and in addition to, the aforementioned Labor Code violations, TPE failed to provide accurate itemized wage statements that accurately reported, among other things, the gross and net wages earned, the total hours worked, all applicable hourly rates in effect during the pay period, and the corresponding number of hours worked at each hourly rate. In addition, TPE failed to provide wage statements to Claimant and aggrieved employees and willfully treated them as independent contractors. As a result, TPE violated Labor Code Sections 226, 226.3, and 226.8. Similarly, TPE failed to maintain accurate and complete records showing the hours worked daily by and the wages paid to Claimant and the aggrieved employees due to the same violations referenced above. Consequently, TPE violated Labor Code Sections 1174 and 1174.5.

As a result of, and in addition to, the above referenced Labor Code violations, TPE failed to timely pay all wages owed throughout Claimant's and the aggrieved employees' employment and following the end of the aggrieved employees' employment including minimum, regular, overtime, and double time wages, reimbursements, and meal and rest period premiums, and sick pay, among other things. Accordingly, TPE violated Labor Code Sections 201-204, 210, 246, 246.5, 248.5, and 256.

Based on these violations, Claimant will seek attorneys' fees, costs, and penalties under the Labor Code on behalf of himself and all other aggrieved employees who were employed by TPE during the PAGA Period. Please advise if the Labor and Workforce Development Agency has any objection to Claimant including PAGA claims in a lawsuit against TPE.

Should you have any questions, comments, or concerns, please do not hesitate to contact the undersigned.

Sincerely,

A handwritten signature in blue ink, appearing to read 'DJH', with a stylized flourish at the end.

Daniel J. Hyun