

May 12, 2025

BY ONLINE SUBMISSION

PAGA Administrator
California Labor and Workforce Development Agency
1515 Clay Street, Suite 801
Oakland, California 94612
PAGAfiling@dir.ca.gov

BY CERTIFIED MAIL

Joby Aero, Inc. & Joby Aviation, Inc.
Attn: Dante Searcy Senior People
Compliance Partner 333 Encinal Street
Santa Cruz, CA 95060
Dante.searcy@joby.aero

Joby Aero, Inc. & Joby Aviation, Inc.
c/o Agent for Service of Process
Koy Saechao
2710 Gateway Oaks Drive,
Sacramento, CA 95833

Re: PAGA Notice - David Vargas v. Joby Aero, Inc., et al.

To Whom It May Concern:

Please be advised that Bluestone Law represents David Vargas (“Mr. Vargas”) in connection with various Labor Code violations committed by his former employer(s), Joby Aero, Inc. and Joby Aviation, Inc. (collectively referred to as, “Joby”), and manager Miguel Maldonado. This letter constitutes notice pursuant to California Labor Code § 2699.3 of Mr. Vargas’s intent to seek civil penalties under the Private Attorneys General Act of 2004 (“PAGA”) for the Labor Code violations described below.

Factual Background

Mr. Vargas was employed by Joby from approximately September 2021 until his wrongful termination in 2024. He worked as a Facilities Technician at Joby’s Santa Cruz County location, reporting to Facilities Manager Miguel Maldonado. Throughout his employment, Mr. Vargas was subjected to numerous Labor Code violations, as detailed below.

Joby Aviation, Inc. is a publicly traded transportation company headquartered in Santa Cruz County, California, that develops electric vertical takeoff and landing aircraft for use in commercial passenger service. The company employs hundreds of workers across multiple facilities and has received significant investment as it works toward certifying its aircraft for commercial operations.

Mr. Vargas began his employment in or around September 2021 as a Facilities Technician, reporting directly to the Facilities Manager, [REDACTED], and later to Miguel Maldonado. He was initially compensated at a rate of \$29 per hour and received two annual raises throughout his employment, bringing his rate to \$33 per hour. His job responsibilities included painting, remodeling, and refurbishing areas as needed; repairing, maintaining, and monitoring equipment and amenities; cleaning windows and glass doors; changing filters for HVAC systems; removing recyclable

materials; changing light bulbs; preparing office spaces; overseeing services that provided trash removal and office cleaning; maintaining exterior property; and being available to work flexible hours.

Throughout his employment at Joby, Mr. Vargas was subjected to numerous Labor Code violations detailed below. In March 2023, Mr. Vargas's personal vehicle was damaged during a work-related trip to Home Depot, which he was directed to make during a storm. Despite assurances from Joby's Safety Department that the damage would be covered, the company refused to indemnify Mr. Vargas for this work-related expense.

Throughout his employment, Mr. Vargas was frequently required to work through meal and rest breaks due to excessive workloads. The complex assignments and demanding projects often left him unable to take his legally mandated 30-minute meal periods and 10-minute rest breaks.

In early 2024, Mr. Vargas refused to participate in an unauthorized water treatment plan involving dumping large quantities of Clorox into one of the main water lines fed from the city, which would have violated numerous health and safety regulations. After his refusal, Mr. Vargas experienced significant adverse employment actions, including an increased workload, denial of a promotion for which he was qualified, and ultimately termination on pretextual grounds. Mr. Vargas was terminated in 2024 following an incident where he kicked a chair out of frustration after being denied a promotion. Despite having a documented history of mental health issues and having taken a three-month FMLA-approved leave, Joby made no attempt to investigate whether this emotional reaction was related to his mental health condition before terminating him.

Labor Code Violations

Based on the foregoing facts, Joby has violated, and continues to violate, the following provisions of the California Labor Code:

Labor Code § 226.7 and 512 and IWC Wage Order 4-2001 §§ 11-12 – Meal Period and Rest Period Violations:

Defendant violated Labor Code §§ 226.7 and 512 by failing to provide Mr. Vargas and aggrieved employees with compliant meal and rest periods or pay premium wages for non-compliant breaks.

Defendant failed to provide Mr. Vargas and aggrieved employees with an uninterrupted 30-minute meal period before the end of the fifth hour of work, and failed to provide 10-minute rest periods for every four hours worked or major fraction thereof, as required under California law.

Due to excessive workloads and demanding projects, Mr. Vargas and aggrieved employees were frequently unable to take their legally mandated breaks. The company failed to implement an adequate system to ensure that employees could take compliant meal and rest periods, and did not pay the required premium wages of one hour of pay at the regular rate of compensation for each workday that a compliant meal or rest period was not provided.

Labor Code section 512 states:

An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the

total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 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.

Section 11 of the applicable Wage Order states:

(A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee. Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. An "on duty" meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.

(B) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

Section 12 of the applicable Wage Order states:

(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized 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. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

(B) If an employer fails to provide an employee a rest period in accordance with the applicable provision of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided."

In addition, Labor Code section 226.7 states:

(b) An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.

(c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

Labor Code § 226 – Wage Statement Violations:

Defendant violated Labor Code § 226(a) by failing to provide Mr. Vargas and aggrieved employees with accurate itemized wage statements.

By failing to accurately record all hours worked, by failing to include premium pay for missed meal and rest periods in accordance with California law, and by failing to properly account for all forms of compensation, Defendant failed to provide Mr. Vargas and aggrieved employees with written wage statements that comply with the requirements of Labor Code section 226(a). The wage statements did not accurately reflect the total hours worked, applicable rates of pay, and the amounts of gross and net wages.

Labor Code section 226(a) states, in pertinent part:

(a) An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) 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, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

Accordingly, Mr. Vargas seeks civil penalties for Defendant's violations of Labor Code section 226(a) as follows:

(1) For all violations of Labor Code section 226(a) if a civil action filed in accordance with the procedures set forth in Labor Code section 2699.3 results in an initial citation or its equivalent, \$250 for each aggrieved employee per pay period for each violation (penalties set by Labor Code section 226.3);

(2) For all violations of Labor Code section 226(a) if a civil action filed in accordance with the procedures set forth in Labor Code section 2699.3 results in a subsequent citation or its equivalent, \$1000 for each aggrieved employee per pay period for each violation (penalties set by Labor Code section 226.3).

Labor Code § 2802 – Failure to Indemnify & Reimburse:

Defendant violated Labor Code § 2802(a) by failing to indemnify Mr. Vargas and aggrieved employees for necessary expenditures or losses incurred as a direct consequence of discharging their duties.

California Labor Code § 2802(a) requires employers to indemnify employees for “all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties.” This includes damage to an employee’s personal vehicle when used for work purposes and mileage reimbursement. See *Moradi v. Marsh USA, Inc.* (2013) 219 Cal.App.4th 886 and *Gattuso v. Harte-Hanks Shoppers, Inc.* (2007) 42 Cal.4th 554, 562.

Mr. Vargas used his personal vehicle for work-related travel for two years, averaging approximately 12 miles of driving per day on site, not including additional work-related trips. Defendant failed to reimburse Mr. Vargas and aggrieved employees for mileage expenses incurred while using their personal vehicles for work-related duties at the IRS mileage rate.

In March 2023, Mr. Vargas’s personal vehicle was damaged during a work-related trip to Home Depot during a storm. This damage occurred “in direct consequence of the discharge of his duties” within the meaning of § 2802(a). Despite explicit assurances from the Safety Department that the damage would be covered, Defendant refused to honor its commitment, in direct violation of Labor Code § 2802’s mandatory language that the employer “shall indemnify” employees for such work-related losses.

Accordingly, Mr. Vargas seeks civil penalties for Defendant’s violations of the Labor Code as follows:

- (1) For all initial violations of Labor Code section 2802, \$100 for each aggrieved employee per pay period for each violation (penalties set by Labor Code section 2699(f)(2));
- (2) For all subsequent violations of Labor Code section 2802, \$200 for each aggrieved employee per pay period for each violation (penalties set by Labor Code section 2699(f)(2)).

Labor Code §§ 201, 202, and 203 – Waiting Time Penalties:

Defendant violated Labor Code §§ 201, 202, and 203 by failing to timely pay all earned and unpaid wages to Mr. Vargas and aggrieved employees upon termination or resignation.

Labor Code section 201 requires an employer to pay all earned and unpaid wages to a discharged employee immediately at the time of discharge.

Labor Code section 202 requires an employer to pay all earned and unpaid wages to an employee who quits after giving at least seventy-two hours’ notice at the time of quitting.

Labor Code section 203 provides that an employee’s wages shall continue as a penalty from when they first became due at the same rate until paid for up to thirty days when an employer willfully fails to timely pay all earned and unpaid wages in accordance with Labor Code sections 201 or 202.

By failing to timely furnish Mr. Vargas and the aggrieved employees with final paychecks that include all earned and unpaid wages, including, but not limited to, premium wages for missed meal and rest periods and unreimbursed business expenses, Defendant has violated Labor Code sections 201 and/or 202.

Accordingly, Mr. Vargas seeks civil penalties for Defendant’s violations of the Labor Code as follows:

(1) For all initial violations of Labor Code sections 201, 202 and 203, \$100 for each aggrieved employee per pay period for each violation (penalties set by Labor Code section 2699(f)(2));

(2) For all violations of Labor Code sections 201, 202 and 203, \$200 for each aggrieved employee per pay period for each violation (penalties set by Labor Code section 2699(f)(2)(B) if either of the following are met:

a. If within the past 5 years, the agency or court issued a finding that the employer's policy/practice was unlawful, then the penalty increases to \$200 per aggrieved employee per pay period

b. If the court determines the employer's conduct was malicious, fraudulent, or oppressive, then the penalty is \$200 per aggrieved employee per pay period

Labor Code § 1102.5 – Whistleblower Retaliation:

Defendant violated Labor Code § 1102.5(c) by retaliating against Mr. Vargas for refusing to participate in activities that would violate state or federal laws, rules, or regulations.

Mr. Vargas engaged in protected activity by refusing to participate in the unauthorized water treatment plan, which likely violated numerous health and safety regulations, including Cal/OSHA requirements.

After Mr. Vargas's refusal, he experienced significant adverse employment actions, including an increased workload, denial of a promotion for which he was qualified, and ultimately termination on pretextual grounds. Labor Code § 1102.5(c) prohibits employers from retaliating against employees who refuse to participate in activities that would violate state or federal laws, rules, or regulations. See *Yanowitz v. L'Oreal USA, Inc.* (2005) 32 Cal.Rptr.3d. 436.

Accordingly, Mr. Vargas seeks civil penalties for Defendant's violations of the Labor Code as follows:

(1) For all initial violations of Labor Code section 1102.5, \$10,000 for each aggrieved employee per violation (penalties set by Labor Code section 1102.5(f));

Labor Code § 98.6 – Retaliation for Exercise of Rights:

Defendant violated Labor Code § 98.6 by retaliating against Mr. Vargas for exercising his rights under the California Labor Code. Labor Code § 98.6(a) prohibits employers from discharging employees or taking adverse action against them for exercising their rights under the Labor Code, including taking protected leave and raising workplace concerns. Defendant retaliated against Mr. Vargas in several ways: (1) subjecting him to increased scrutiny following his FMLA-approved medical leave; (2) imposing increased workloads after he questioned promotion decisions; and (3) using his disability of stress (kicking a chair) as pretext for termination after he raised concerns with Human Resources about unfair treatment.

The timing and circumstances of these actions demonstrate a clear causal connection between his protected activities and the adverse employment actions he experienced. Accordingly, Mr. Vargas seeks civil penalties of \$10,000 for each aggrieved employee who was retaliated against for engaging

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in protected conduct (penalties set by Labor Code section 98.6(b)(3)).

Scope of Anticipated Action

We intend to seek all penalties that are available for the violations described above on behalf of all field service providers of Allianz in California throughout the limitations period, including any tolling as may be appropriate. These penalties include, but are not limited to, those available under California Labor Code § 2699 *et seq.* as well as the abovementioned labor code violations.

The anticipated civil action will name Miguel Maldonado as an individual defendant based on his personal participation in retaliatory actions and aiding and abetting violations of the Labor Code.

Please inform us if you intend to investigate this matter. Should you require any additional information, do not hesitate to contact me at (310) 363-0975 or rotem@bluestone.law.

Sincerely,

Bluestone Law

A handwritten signature in dark blue ink, reading "Rotem Tamir". The signature is written in a cursive, flowing style.

Rotem Tamir, Esq.