

IVAN DEL REAL

c/o LAW OFFICES OF CHOI & ASSOCIATES, APLC
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May 5, 2025

VIA ONLINE FILING WITH LWDA AND CERTIFIED MAIL, RETURN RECEIPT
REQUESTED TO EMPLOYER

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

Re: *Del Real, Ivan v. Valero Services, Inc.*

To Whom It May Concern:

This correspondence shall constitute as my written notice under Labor Code § 2699.3 of claims against my former employer Valero Services, Inc. (“Defendant” or “the Company”). Specifically, I allege as follows:

1. The Company violated Labor Code §§ 201-204, 510, 558, 1194, 1197, 1197.1 by not paying all earned wages, including minimum, regular and overtime wages, to me and other similarly situated aggrieved employees wage for On-Call time. Specifically, I and other aggrieved employees were required to remain on-call and respond to the notification within a certain number of minutes of being called and report to work within the same amount of time that it would normally take us to commute to work. If we failed to follow such procedures, we would be subject to discipline. Despite this, the Company did not pay us any wages for such on-call time.

2. The Company violated Labor Code §§ 510, 558, and 1194 by failing to correctly calculate the regular rate of pay for purposes of paying overtime wages to myself and other non-exempt employees by not properly calculating all non-discretionary compensation into the regular rate, including without limitation, such as “Valero Dollars” and/or “Other Earnings” wages. Therefore, the Company owes me and other employees additional overtime pay based on the correct regular rate of pay. Further as a result of such violations, the Company violated Labor Code §§ 201-203 by not paying employees all of their wages upon separation of employment due to the underpaid overtime wages and Labor Code § 226(a) as the overtime wage rates, and net/gross wages earned shown on the wage statements were inaccurate due to the overtime violations set forth above.

3. The Company violated Labor Code §§ 201-204, 226.7 by not authorizing and permitting a duty-free 10-minute rest period for every 4 hours worked, or major fraction thereof, to me and other similarly situated non-exempt aggrieved employees, nor paying the requisite rest period premium pay of an additional hour of wages. The Company violated these provisions by requiring me and other employees to remain on duty during our rest breaks and to continue to work.

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4. Violated Labor Code §§ 201-204, 226.7 and 512 by not providing a duty-free 30-minute meal period within the first 5 hours of work for shifts in excess of 5 hours to me and other similarly situated non-exempt aggrieved employees, as we were required to take on-duty meal periods. Like our rest breaks, myself and other employees were required to remain on duty during our meal breaks and to continue to work.

The address for Defendant is as follows:

Valero Services, Inc.
One Valero Way
San Antonio, TX 78249-1616

Please contact my attorney at the above address/phone number if you have any questions regarding this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ivan Del Real', with a stylized flourish at the end.

Ivan Del Real

Cc: Valero Services, Inc. (via certified mail)