

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

June 6, 2025

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Mayra Rodriguez v. Analytical Industries Inc., et al.*

To Whom It May Concern:

Please be advised that this law firm represents Mayra Rodriguez (“Ms. Rodriguez”) in claims arising from her employment with Analytical Industries Inc., Insperity PEO Services, L.P, and Does 1 through 100 (collectively “Analytical Industries Inc.”). Ms. Rodriguez is an “aggrieved employee” as defined by Labor Code Section 2698 *et seq.*, due to Analytical Industries Inc.’s numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code Section 2699.3, which requires aggrieved employees to notify their employer and the Labor & Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, “aggrieved employees” include all of Analytical Industries Inc.’s non-exempt employees who worked for Analytical Industries Inc. in California during the one year immediately preceding the date of this letter through the present.

Analytical Industries Inc. employed Ms. Rodriguez in the non-exempt position of “Assembler” (or similarly titled position) from approximately August 2023 until approximately July 2024. Analytical Industries Inc. operates and manages a facility that manufactures electrochemical oxygen sensors and gas analyzers.

Analytical Industries Inc. required Ms. Rodriguez and other aggrieved employees to work four 8-hour shifts per workweek without paying overtime for hours worked over 8 hours but less than 9 hours, pursuant to a purported alternative workweek schedule (“AWS”). The 2005 AWS election registered with the State of California reflects that 27 employees voted in the AWS election and 26 voted to adopt the proposed AWS. However, upon information and belief, the current number of employees in the “work unit” affected by the AWS is approximately more than 50. Thus, the 26 employees who voted in 2005 to adopt the proposed AWS does not represent “at least two-thirds (2/3)...of the affected employees in the work unit” that is required to lawfully adopt an AWS, pursuant to Wage Order 1, § 3(C)(2). Furthermore, upon information and belief, Analytical Industries Inc. purported to implement a 9/80 AWS, whereby aggrieved employees would work eight 9-hour days and one 8-hour day over a two-week period, with every other Friday designated as a regular day off. However, Analytical Industries Inc. routinely required Ms. Rodriguez

and other aggrieved employees to work four hours every Friday, effectively depriving them of the alternating day off required under a valid 9/80 schedule. This deviation from the AWS structure rendered the schedule invalid and triggered Analytical Industries Inc.'s obligation to pay daily overtime for time worked in excess of eight hours per day. Moreover, upon information and belief, the AWS was not properly instituted because, prior to any AWS election, Analytical Industries Inc. failed to follow the notice/disclosures procedures required by Wage Order 1, § 3(C), including (but not limited to) by failing to provide proper written notice/disclosure regarding the AWS to Ms. Rodriguez and other aggrieved employees and/or failing to hold the required meeting(s), duly noticed, prior to the secret ballot vote. Therefore, as a result of its failure to properly institute an AWS, Analytical Industries Inc. has failed to pay Ms. Rodriguez and other aggrieved employees time-and-a-half for all overtime hours worked, resulting in unpaid overtime wages.

During Ms. Rodriguez's employment with Analytical Industries Inc., Analytical Industries Inc. failed to provide Ms. Rodriguez and other aggrieved employees with all legally compliant meal periods due to Analytical Industries Inc.'s meal period policies/practices, which have frequently resulted in short (less than 30 minutes) and/or late (commencing after the fifth hour of work) meal periods. Ms. Rodriguez and other aggrieved employees were not provided with a full 30 minutes of "net rest" for her meal periods. Specifically, Ms. Rodriguez was never provided with meal periods that were a full 30 minutes of "net rest" in an area away from the workstation that is appropriate for rest, which employers are required by the Wage Order to maintain for their employees to use during their meal and rest periods. For example, Analytical Industries Inc.'s break room was located approximately two minutes from Ms. Rodriguez's workstation. As a result, Ms. Rodriguez and other aggrieved employees would spend approximately two minutes of their off-duty meal period walking to the break room. Therefore, Ms. Rodriguez was not provided with a full 30-minute meal period of net rest in an area appropriate for rest, as required by the applicable Wage Order. In addition, if Ms. Rodriguez began her meal period at 12:30 p.m., she was required to be back and ready to resume work precisely at 1:00 p.m. Analytical Industries Inc.'s expectation was that Ms. Rodriguez and other aggrieved employees would be prepared to work immediately at the conclusion of the 30-minute meal period. Due to the need to account for time spent walking back to the workstation from the break area, Ms. Rodriguez and other aggrieved employees were compelled to shorten their meal periods to ensure they were at their workstation and ready to begin work exactly at the end of the 30-minute period. On those occasions when Ms. Rodriguez was not provided with all legally-compliant meal periods to which she was entitled, Analytical Industries Inc. failed to compensate Ms. Rodriguez with the required meal period premium(s) for each workday there was a meal period violation as mandated by Labor Code § 226.7. Upon information and belief, Defendants maintained no mechanism for the payment of meal period premium payments as required by Labor Code § 226.7, in the event that a legally-compliant meal period was not provided to Ms. Rodriguez and other aggrieved employees.

Analytical Industries Inc. has also failed to authorize and permit all required rest periods for Ms. Rodriguez and other aggrieved employees. During Ms. Rodriguez

employment with Analytical Industries Inc., Ms. Rodriguez was not authorized and permitted to take all required rest periods, because Analytical Industries Inc. failed to provide at least 10 minutes of “net rest” in an area appropriate for rest away from the workstation. Specifically, similar to the meal periods, Analytical Industries Inc.’s break room was located approximately two minutes from Ms. Rodriguez’s workstation. As a result, Ms. Rodriguez and other aggrieved employees would spend approximately two minutes of their rest period walking to the break room. In addition, Ms. Rodriguez and other aggrieved employees were expected to return from the 10-minute rest break by the end of the designated break period. For example, if Ms. Rodriguez began her rest break at 10:00 a.m., she was required to be back at her workstation and ready to resume work precisely at 10:10 a.m. Analytical Industries Inc.’s expectation was that Ms. Rodriguez and other aggrieved employees would be prepared to work immediately at the conclusion of the 10-minute break. Due to the need to account for time spent walking back to the workstation from the break room, Ms. Rodriguez and other aggrieved employees were effectively required to shorten their rest breaks to ensure they were at their workstation and ready to begin work exactly at the end of the 10-minute period. Thus, Ms. Rodriguez was unable to ever take 10 minutes of “net rest” in an area appropriate for rest away from the workstation during her rest period. On those occasions when Ms. Rodriguez was not authorized and permitted all legally required rest periods to which she was entitled, Analytical Industries Inc. did not compensate Ms. Rodriguez with the required rest period premium for each workday in which she experienced a rest period violation as mandated by Labor Code § 226.7. Upon information and belief, Analytical Industries Inc. maintained no payroll code for paying rest period premiums under Labor Code § 226.7.

As a result of Analytical Industries Inc.’s failure to compensate Ms. Rodriguez and other aggrieved employees for all overtime wages, and all meal and rest period premium wages, Analytical Industries Inc. maintained inaccurate payroll records and failed to issue accurate, compliant, itemized wage statements. As a further result of Analytical Industries Inc.’s failure to compensate Ms. Rodriguez and other aggrieved employees for all overtime wages, and all meal and rest period premium wages, Analytical Industries Inc. failed to pay Ms. Rodriguez and other aggrieved employees all wages owed at the time of their separation of employment with Analytical Industries Inc.

As described above, Analytical Industries Inc. committed the following violations of the Labor Code, and Industrial Welfare Commission Wage Order 1 (“Wage Order 1”):

Overtime Wage Violations

Analytical Industries Inc. was required to pay Ms. Rodriguez and other aggrieved employees overtime wages for all hours worked in excess of eight hours per workday and/or forty hours per workweek. *See* Labor Code §§ 1194(a) and 1198; Wage Order 1, § 3. According to Labor Code § 510(a), “Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.” This Section

further provides, “Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.” As alleged above, Analytical Industries Inc. caused Ms. Rodriguez and other aggrieved employees to work overtime hours but did not compensate Ms. Rodriguez and other aggrieved employees at one and one-half times their regular rate of pay for such hours. As a result of these policies/practices, Ms. Rodriguez and other aggrieved employees were not compensated for all overtime and double-time wages.

Meal Period Violations

As alleged above, Analytical Industries Inc. failed to provide Ms. Rodriguez and other aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 1, § 11. As a result, Ms. Rodriguez and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... 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.”).

Rest Period Violations

As alleged above, Analytical Industries Inc. also failed to authorize and permit Ms. Rodriguez and other aggrieved employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 1, § 12. As a result, Ms. Rodriguez and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, 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 period is not provided.”)

Wage Statement Violations

Analytical Industries Inc. was required to furnish Ms. Rodriguez and other aggrieved employees with complete and accurate itemized wage statements that showed, among other things, their rates of pay, corresponding number of hours worked at each rate of pay, total gross wages earned, and total net wages earned. *See* Labor Code §§ 226(a) and 1174(d); Wage Order 1, § 7. As a result of Analytical Industries Inc.’s failure to pay all overtime and double-time wages, and failure to pay all required meal and rest period premium wages, Analytical Industries Inc. maintained inaccurate payroll records and issued inaccurate wage statements to Ms. Rodriguez and other aggrieved employees in

violation of Labor Code § 226. Analytical Industries Inc's failure to comply with its wage statement obligations was knowing and intentional, and Ms. Rodriguez and other aggrieved employees have suffered injury as a result.

Waiting Time Penalties

Labor Code §§ 201-203 require an employer to pay all wages earned immediately at the time of separation of employment in the event the employer discharges the employee, or if the employee provides at least 72 hours of notice of his/her intent to quit. In the event the employee provides less than 72 hours of his/her intent to quit, said employee's wages become due and payable no later than 72 hours upon said employee's last date of employment. Analytical Industries Inc. failed to timely pay Ms. Rodriguez and other aggrieved employees all final wages due to them at the time of their separation, which includes, among other things, overtime wages, and meal and rest period premium wages, and underpaid sick pay wages. Further, as a matter of uniform policy and practice, Analytical Industries Inc. continue to fail to pay aggrieved employees all earned wages at the end of employment in a timely manner pursuant to Labor Code §§ 201-203. Analytical Industries Inc's failure to pay all final wages was willful within the meaning of Labor Code § 203. Analytical Industries Inc's willful failure to timely pay Ms. Rodriguez and other aggrieved employees their earned wages upon separation from employment, results in a continued payment of wages up to thirty (30) days from the time the wages were due.

As an "aggrieved employee," Ms. Rodriguez will initiate a civil action on behalf of herself and other aggrieved employees to recover civil penalties resulting from the wage and hour violations alleged herein. Based on Ms. Rodriguez's own investigation, and on information and belief, Analytical Industries Inc. committed and continues to commit the following Labor Code violations:

- a. Analytical Industries Inc. violated Labor Code §§ 204, 510, 1194, and 1198 by failing to pay Ms. Rodriguez and other aggrieved employees all overtime compensation earned;
- b. Analytical Industries Inc. violated Labor Code §§ 226.7, 512, and 558 by failing to provide meal periods as required by law and failing to pay meal period premiums to Ms. Rodriguez and other aggrieved employees at these employees' respective regular rates of compensation for meal period violations;
- c. Analytical Industries Inc. violated Labor Code §§ 226.7, 516, 558, and 1198 by failing to authorize and permit Ms. Rodriguez and other aggrieved employees all required rest periods and failing to pay rest period premiums to Ms. Rodriguez and other aggrieved employees at these employees' respective regular rates of compensation for rest period violations;

- d. Analytical Industries Inc. violated Labor Code § 226 by failing to furnish Ms. Rodriguez and other aggrieved employees with accurate and compliant itemized wage statements;
- e. Failing to timely pay all final wages due to Ms. Rodriguez and other aggrieved employees, in violation of Labor Code §§ 201-203;
- f. Analytical Industries Inc. violated Labor Code § 204 by failing to pay Ms. Rodriguez and other aggrieved employees all wages earned at least twice during each calendar month; and
- g. Analytical Industries Inc. violated Labor Code §§ 1174 and 1198 by failing to maintain accurate records on behalf of Ms. Rodriguez and other aggrieved employees.

Pursuant to Labor Code Section § 2699.3(a)(2)(A), please notify us and Analytical Industries Inc. if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC



Paul K. Haines

cc: Analytical Industries Inc. (via certified mail)
Insperity PEO Services, L.P (via certified mail)