WHEELER
LAW FIRM, APC
PLAINTIFF EMPLOYMENT LAWYERS
250 WEST FIRST STREET, SUITE 216
CLAREMONT, CALIFORNIA 91711
TELEPHONE (909) 621-4988
FACSIMILE (909) 621-4622
sew@scottwheelerlawoffice.com
jaw@scottwheelerlawoffice.com

July 30, 2025

Filed Online

Labor and Workforce Development Agency /
Department of Industrial Relations
Private Attorneys General Act (PAGA) - Filing
New PAGA Claim Notice

Via Certified U.S. Mail – Return Receipt Requested

Venus Staffing, Inc.
Attention: Venustiano Villegas
17341 E. Irvine Blvd., Suite 215
Tustin, California 92780

Capitol Corporate Services, Inc.
KDC/One Socal Laboratories, LLC
455 Capitol Mall, Suite 217
Sacramento, CA, 95814

Re: Notice Pursuant to California Labor Code § 2699.3

To Venus Staffing, Inc., Capitol Corporate Services, Inc. and Representatives of the LWDA:

My office represents Mr. Nolvin Javier Rivas (Mr. Rivas), a former, non-exempt employee of Venus Staffing, Inc. ("Venus") and KDC/One Socal Laboratories, LLC ("KDC/ONE SOCAL"). Pursuant to the California Labor Code Private Attorneys General Act of 2004 ("PAGA"), Labor Code § 2698 *et seq.*, this letter sets forth the specific provisions of the Labor Code and Industrial Welfare Commission ("IWC") Wage Order No. 1-2001[1], which Mr. Rivas alleges that Venus and any and all related entities (collectively, "Employers"), have violated, including the facts and theories to support the alleged violations.

Mr. Rivas hereby provide notice to Employers pursuant to California Labor Code § 2699.3. My office is investigating a potential representative action on behalf of all current and former non-exempt employees of Employers ("aggrieved employees") in the State of California regarding

[1] Hereinafter, when reference is made to Wage Order No. 1, it shall include reference to corresponding sections of IWC Wage Order 4-2001, Wage Order No. 16-2001 and any other wage orders that are or may be applicable.

Employers' unlawful policies and practices with respect to their employment, and more specifically, violations of California wage and hour laws, as described in detail below.

Please be advised that this letter constitutes written notice required by Labor Code §2699.3(a)(1) and 2699.3(c)(1) and may lead to immediate action against Employers in a court of law and/or administrative proceedings, as well as the imposition of substantial penalties and other remedies against Employers, as well as against any and all officers, owners, directors, managers, managing agents, or entities who are or may be liable under law for any of the violations alleged herein.

This notice shall be construed as extending without limitation to any past, present, future, or continuing violation of the California Labor Code, applicable IWC wage orders, or regulations thereunder which might be discovered as a result of a reasonable and diligent investigation made pursuant to this notice.

This notice is hereby given to and made against Employers and any and all related and/or alter ego companies, corporations, partnerships, subsidiaries, and/or business entities, as well as against any and all officers, owners, directors, managers, managing agents, or entities who are or may be liable under law for any of the violations alleged herein.

This letter also serves as notice of Mr. Rivas' demand for preservation and non-spoliation of evidence, requesting that all relevant documents and data be saved and that all electronic files and hard-copy documents that are related to Mr. Rivas' employment and potential claims must be preserved, even without a court order. Spoliation of evidence may result in legal claims for damages and monetary and evidentiary sanctions, including "adverse inference" jury instructions. Furthermore, intentional spoliation of evidence may carry criminal consequences pursuant to California Penal Code § 135.

PRELIMINARY STATEMENT

Among other things, Mr. Rivas alleges that Employers are liable for the following: failure to provide meal and rest periods to aggrieved employees, in violation of California Labor Code §§ 226.7, 510, 512, 1194, 1197 and Wage Order No. 1-2001, §§ 11-12; failure to pay one additional hour of compensation to aggrieved employees at their regular rates of pay for each work day that a meal or rest period is not provided, in violation of California Labor Code § 226.7 and Wage Order No. 1-2001, §§ 11(D) and 12(B); failure to pay aggrieved employees overtime wages, and failure to properly calculate overtime wages, in violation of California Labor Code §§ 510, 1194, 1198, and Wage Order No. 1-2001, § 3; failure to pay minimum wages to aggrieved employees in violation of California Labor Code §§ 510, 1194 and IWC Wage Order No. 1-2001, § 4; failure to timely pay aggrieved employees all wages due, in violation of California Labor Code § 204; willful failure to pay discharged or quitting aggrieved employees all wages due, in violation of California

Labor Code §§ 201-203; failure to provide accurate itemized wage statements to aggrieved employees, in violation of California Labor Code §§ 226, 1174, and 1174.5; failure to maintain required records of aggrieved employees, in violation of California Labor Code §§ 1174, 1174.5, and Wage Order No. 1-2001, § 7; failure to provide supplemental COVID-19 sick leave, in violation of California Labor Code §248.2 and §248.6; failure to provide suitable seating, in violation of IWC Wage Order No. 1-2001, § 14; failure to maintain temperature in the interior work area at a level of reasonable comfort in violation of Wage Order No. 1-2001, §15; and failure to indemnify aggrieved employees for employment expenditures, and/or losses, in violation of California Labor Code § 2802; failure to implement a workplace violation policy, in violation of Labor Code §§6401.7 and 6401.9; failure to comply and implement Heat & Temperature Illness Program, in violation of Labor Code §§6721, Sections 3395 and 3396 of Title 8 of the California Code of Regulations, otherwise known as the Maria Isabel Vasquez Jimenez heat illness standard.

FACTS AND THEORIES

Mr. Rivas was hired and onboarded by Venus and placed to work at KDC/Socal at its laboratory located at 20501 Earlgate Street, Walnut, California 91789. Mr. Rivas' duties and responsibilities, including but were not limited to, cleaning and capping lotion bottles, and other duties as assigned by Employers. Mr. Rivas began her employment with Employers on or about June 1, 2025, through June 30, 2025. Mr. Rivas was an hourly, nonexempt employee earning the hourly rate of $16.50. Mr. Rivas, on behalf of herself and all other aggrieved employees during the one (1) year preceding the date of this notice letter, provides notice to Employers of the following facts and theories:

I. Meal Period Violations

Pursuant to California Labor Code § 226.7, 512 and IWC Order No. 1-2001, § 11, no employer shall employ any non-exempt employee for a work period of more than five (5) hours without a meal period of not less than thirty (30) minutes. Non-exempt employees are also entitled to two (2) meal periods of not less than thirty (30) minutes for a work period longer than ten (10) hours. An employer is required to pay one (1) hour of compensation for each missed or non-compliant meal periods to its non-exempt employees.

Employers regularly did not allow its non-exempt employees, including Mr. Rivas, to take a full thirty (30) minute meal period, and meal periods were regularly short (less than thirty minutes), late (taken after 5 hours), and interrupted (work was performed during the meal period). Among other things, Employers also did not properly notify their non-exempt employees of their rights under California law to take timely, uninterrupted meal periods (including the right to second meal periods during shifts of longer than ten (10) hours), and thus, aggrieved employees like Mr. Rivas were left in the dark as to when or for how long they could take their meal periods.

Employers also implemented an unlawful meal period policy by compensating non-employment employees for interrupted meal periods only for their actual work time, as opposed to paying them legally required premium payments. Finally, Employers failed to maintain records relating to meal periods taken and "auto-deducted" meal periods and/or rounded meal periods to make it appear that Mr. Rivas and the other aggrieved employees were taking full, thirty (30) minute meal periods.

To the extent Employers had any type of policy regarding the provision of meal periods to its non-exempt employees, Employers' policies and procedures were to actively discourage such meal periods. Employers consistently denied Mr. Rivas and the other aggrieved employees compliant meal periods forcing Mr. Rivas to skip her meal periods, take her meal periods after working longer than five (5) hours, perform work during her meal periods, return to work after taking less than a thirty (30) minute meal period or miss his meal periods entirely. Moreover, Mr. Rivas and the other aggrieved employees were not allowed to take a second meal period after working longer than ten (10) hours or more.

Employers further violated California Labor Code § 226.7 and IWC Wage Order No. 1-2001 by willfully failing to compensate Mr. Rivas and other aggrieved employees who were not provided with a meal period in compliance with California law with one (1) additional hour of compensation at their regular rates of pay for each workday that a compliant meal period was not provided.

II. <u>Rest Period Violations</u>

Employers failed to authorize and permit Mr. Rivas, and other aggrieved employees to take rest periods as required under California Labor Code §§ 226.7 and 512, and IWC Wage Order No. 1-2001, § 12. California Employers are required to provide a ten (10) minute rest period for every four hours worked or "major fraction" thereof. Further, California Employers are required to pay one (1) hour of compensation for each day in which a legally compliant rest period is not provided.

As with meal periods, Employers' policies and practices caused Mr. Rivas, and other aggrieved employees to miss or otherwise take non-compliant rest periods by, among other things, giving them unreasonable amounts of work that had to be completed within their shift such that rest periods simply could not be taken. This was the result of systematic understaffing and unrealistic project goals and deadlines. For example, Mr. Rivas was constantly busy with her job duties such that she could not take complete and uninterrupted rest periods. In addition, Employers did not adequately notify aggrieved employees of their rights to take rest periods, and systematically denied them the opportunity to take rest periods.

Employers further violated California Labor Code § 226.7 and IWC Wage Order No. 1-2001, § 12 by failing to pay Mr. Rivas, and other aggrieved employees one (1) additional hour of compensation at their regular rates of pay for each workday that a legally-compliant rest period was not provided.

III. Recovery Period Violations

Employers failed to provide recovery periods to the aggrieved employees as required under California Labor Code § 226.7 and California Code of Regulations, Title 8, Section 3395. Employers are required to provide recovery or "cooldown" periods to non-exempt employees in order to prevent heat illness. Employers in fact discouraged recovery periods and pressured aggrieved employees to utilize meal and rest period time as recovery periods and use of bathroom facility time. Further, Employers are required to pay one (1) additional hour of compensation at the non-exempt employee's regular rate of pay for each workday in which the recovery period is not provided.

To the extent that Employers provided for cooling down periods or for any reason related to wellbeing, health and safety, or heat illness prevention, aggrieved employees were discouraged from taking recovery periods. Employers also failed to disclose to Mr. Rivas and aggrieved employees of their right to recovery periods.

Furthermore, Employers' indoor repair centers and outside areas are routinely subject to extreme heat/humidity and cold thereby increasing the need for recovery periods. As an example, the temperature at Employers' facilities during the summertime routinely exceeds 86 degrees. The humidity also reaches unsafe levels especially on days when the temperature exceeds 86 degrees for employees who are exposed. At one or more of Employers' facilities, Employers were aware of the excessive heat and installed large fans that did not assist with cooling down their facilities, or simply did not work. Despite Employers' knowledge that their warehouse facilities do not provide heat illness prevention or comply with California law, Employers failed to take appropriate and necessary action to provide heat relief or cooling down areas and/or recovery periods. Employers have taken no remedial measures to abide by California's heat-illness and prevention measures including failing to provide recovery periods, to the extent Employers took any action, the steps taken by Employers were superficial and inadequate.

Mr. Rivas and the other aggrieved employees worked in excessive heat and were not provided with recovery periods. This work is frequently performed over the course of many hours in heat exceeding 86 degrees Fahrenheit. Despite these work conditions, Employers failed to implement any policy or practice of providing proper recovery periods to their non-exempt employees. Employers have similarly failed to make any efforts to comply with heat illness prevention regulations by providing for recovery periods or by supplying sufficient amounts of drinking water. There have been many days when Employers did not provide aggrieved employees with any water, and aggrieved employees had no knowledge they were entitled to take recovery periods and thus they never took them.

Employers further violated California Labor Code § 226.7 by failing to pay aggrieved employees one (1) additional hour of compensation at their regular rates of pay for each workday that a recovery period was not provided.

IV. Failure to Pay Overtime Wages

Pursuant to California Labor Code §§ 510, 1194 and IWC Wage Order No. 1-2001, § 3, Employer is required to compensate Mr. Rivas, and other aggrieved employees for all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive workday, with double time for all hours worked in excess of eight (8) hours on the seventh day of any workweek, or after twelve (12) hours in any workday.

Mr. Rivas, and other aggrieved employees are entitled to the protections of California Labor Code §§ 510, 1194 and IWC Wage Order No. 1-2001. Employers failed to compensate Mr. Rivas, and other aggrieved employees for all overtime hours worked by, among other things: failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as provided by California Labor Code §§ 510, 1194 and IWC Wage Order No. 1-2001, § 3; requiring, permitting or suffering Mr. Rivas, and other aggrieved employees to work off the clock; requiring, permitting or suffering Mr. Rivas, and other aggrieved employees to work through meal and rest periods but not compensating them for this time, and failing to include this time in all hours worked; failing to properly calculate the highest regular rate of pay for the purposes of calculating overtime pay owed and due based upon nondiscretionary bonus and/or commission payments; illegally and inaccurately recording time in which Mr. Rivas, and other aggrieved employees worked; illegally rounding the time worked which unfairly benefits Employers resulting in unpaid overtime wages to Mr. Rivas and the other aggrieved employees; alternatively, Employers maintain records of all hours worked and compensated Mr. Rivas and the other aggrieved employees illegally based upon the rounded time and not actual hours worked; and other methods to be discovered.

Employers have refused to perform its obligations to compensate Mr. Rivas, and other aggrieved employees for all overtime wages earned in violation of California Labor Code §§ 510, 1194, 1198, and IWC Wage Order No. 1-2001, § 3.

V. Failure to Pay Minimum and Straight-Time Wages

Pursuant to California Labor Code §§ 1194, 1197, 1197.1, and IWC Wage Order No. 7-2001, § 4, payment to a non-exempt employee of less than the applicable minimum wage for all hours worked in a payroll period is unlawful. Employers failed to pay Mr. Rivas and other aggrieved employees minimum wages for all hours worked by, among other things: requiring, permitting or suffering Mr. Rivas and other aggrieved employees to work off the clock; requiring, permitting or suffering

Mr. Rivas, and other aggrieved employees to work through meal and rest periods but not compensating them for this time, and failing to include this time in all hours worked; illegally and inaccurately recording time that Mr. Rivas, and other aggrieved employees worked; illegally rounding the time worked which unfairly benefits Employers resulting in unpaid wages to Mr. Rivas and the other aggrieved employees and other methods to be discovered.

VI. Failure to Timely Pay All Wages Earned

Employer has violated California Labor Code §§200, 204 and 210. California Labor Code §200 provides an employer must compensate and employee for wages earned based upon the employee's labor. Further, California Labor Code § 204 provides that labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. Next, California Labor Code §210 provides that an employer is liable for penalties in the amount of one hundred dollars ($100) for each failure to pay each employee, and for each subsequent violations, or any willful or intentional violation, two hundred dollars ($200) for each failure to pay each employee in addition to twenty-five (25) percent of the amount unlawfully withheld. Employers using an alternate payday schedule must pay wages within seven calendar days of the end of the payroll period within which the wages were earned.

Employers have failed to pay Mr. Rivas, and aggrieved employees on their regularly scheduled payday for all labor performed during the preceding pay period by, among other things, failing to pay Mr. Rivas, and other aggrieved employees for work they performed off the clock; failing to pay them proper overtime and minimum wages; failure to pay premium payments for noncompliant meal periods and missed rest periods; illegally and inaccurately recording time worked by Mr. Rivas, and other aggrieved employees worked; requiring them to work through their meal and rest periods without proper compensation and/or remuneration; failing to reimburse them for employment-related expenses; and other methods to be discovered.

Employers knew they were required to pay Mr. Rivas, and other aggrieved employees these wages owed and due no later than the payday for the next regular payroll period following the payroll period in which the wages were earned, yet it willfully failed to do so.

VII. Failure to Pay All Wages Due Upon Discharge or Termination

Pursuant to California Labor Code § 201, 202, and 203, California Employers are required to pay all earned and unpaid wages to a non-employee who is discharged. California Labor Code § 201 mandates that if an employer discharges a non-exempt employee, that employee's wages accrued and unpaid at the time of discharge are due and payable immediately. Pursuant to California Labor Code § 202, a California employer is required to pay all accrued wages due to a non-exempt employee no later than 72 hours after the employee quits his or her employment, unless the employee provides 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. California Labor Code § 203 provides that if an employer willfully fails to pay, in accordance with California Labor Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the employer is liable for waiting time penalties in the form of continued compensation to the non-exempt employee at the same rate for up to thirty (30) workdays.

Because Employers, among other things, required Mr. Rivas and the other aggrieved employees to work off the clock without compensation, required them to work through their meal and rest periods without proper compensation and/or remuneration, failed to pay premium payments for missed/noncompliant meal and rest periods which constitute unpaid wages; pay the highest regular rate of pay; and has illegally rounded the time worked in a one-sided manner in favor of Employers, it has willfully failed and continues to fail to pay wages due to aggrieved employees in accordance with California Labor Code §§ 201 and 202.

VIII. Failure to Maintain Required Records

Employers failed to maintain records as required under California Labor Code §§ 226, 1174, and IWC Wage Order No. 1-2001, § 7, including but not limited to, the following records: total daily hours worked by each employee; withholdings and other deductions under California law; applicable rates of pay; split-shifts; meal periods; time records showing when each employee begins and ends each work period; and provide accurate itemized statements that reflect all compensation and remuneration owed and due to Mr. Rivas and the other aggrieved employees and the address of Employers clearly listed on their wage statements. Employers have knowledge that they were not providing its non-exempt employees with proper meal recovery and rest periods but omits from the wage statements such compensation and/or remuneration. Additionally, Employers required aggrieved employees to work through meal, rest and recovery periods and work off the clock and fails to record this time or compensate them for this time. Finally, Employers failed to maintain records relating a Workplace Violence Protection plan, Heat Protection Plan and records relating to quotas applied to Mr. Rivas and the other aggrieved employees.

IX. Failure to Furnish Accurate Itemized Wage Statements

Employers fail to provide Mr. Rivas and other aggrieved employees with timely, accurate, and itemized wage statements (i.e., pay stubs) in writing showing each employee's gross wages earned, an accurate amount of all hours worked based upon Employers' illegal rounding policy, all deductions made, net wages earned, and the highest regular rates of pay based upon nondiscretionary bonus payments, fails to provide for premium payments for noncompliant meal and rest periods, all in violation of California Labor Code § 226 and IWC Wage Order No. 1-2001, § 7, in addition to other violations yet to be discovered.

In addition, Employers' wage statements violate California Labor Code § 226 because the wage statements omit required information. Employers have not been providing Mr. Rivas and other aggrieved employees with proper meal and rest periods but intentionally fail to include in their wage statements one (1) additional hour of compensation at their regular rates of pay for missed or non-compliant meal and rest periods, and the wage statements fail to list Employer's address resulting in inaccurate wage statements in violation of California Labor Code § 226.

X. Failure to Indemnify Employees for Necessary Employment Expenditures

California Labor Code sections 2800 and 2802 require an Employer to reimburse their employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of her or her job duties or in direct consequence of her or her obedience to the directions of the Employer. The applicable IWC Wage Order requires Employer to provide aggrieved employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Mr. Rivasa and other aggrieved employees incurred necessary business-related expenses and costs that Employer did not fully reimburse. These costs include but are not limited to the use of Mr. Rivas and other aggrieved employees' personal cell phones to send and receive messages and calls with supervisors to communicate their duties and the scope of work. Mr. Rivas and the other aggrieved employees were also required to purchase work shoes and tools for the benefit of Employers all without reimbursement. Accordingly, Employer violated IWC Wage Order No. 1-2001, all related wage orders, and California Labor Code §§2800 and 2802.

Mr. Rivas, for himself and other aggrieved employees, will therefore seek PAGA default penalties pursuant to Labor Code § 2699; penalties pursuant to paragraph (20)(A) of all applicable IWC Wage Order; and attorneys' fees and costs.

XI. Failure to Implement a Workplace Violence Prevention Policy

California Labor Code §§6401.7 and 6401.9 required Employers to develop and implement a workplace violence prevention plan in accordance with newly codified Labor Code section 6401.9, which sets out the requirements for the plan. Starting July 1, 2024, Employers were required to establish, implement, and maintain a Workplace Violence Prevention Plan that includes: 1) implementation of a Workplace Violence Prevention Plan; 2) maintaining a violence incidence log; 3) training program to discuss and prevent workplace violence; and 4) maintain records relating to workplace violence which includes, records of workplace violence hazard identifications, evaluations, and correction must be created and maintained for a minimum of five years; training records must be created and maintained;. incident logs; and records of workplace violence incident investigations under must be maintained.

Here, Employers willfully failed to implement a Workplace Violence Prevention Policy starting on or about July 1, 2024. Mr. Rivas and the other aggrieved employees are entitled to recover penalties up to $25,000 for serious violations, and up to $158,727 for "willful" violations. See, Labor Code §§6401.7, 6401.9, 6428, and 6429.

XII. <u>Failure to Implement Heat & Temperature Illness Prevention Laws</u>

Employers failed to maintain adequate temperatures which created excessive heat or humidity exposing Mr. Rivas and the other aggrieved employees to temperature related hazards. Employers failed to maintain a comfortable working environment at Employer KD/One Socal's facilities in June of 2025 to the present.

On June 20, 2024, the Occupational Safety and Health Standards Board approved California Code of Regulations, Title 8, section 3396, "Heat Illness Prevention in Indoor Places of Employment". This standard applies to most workplaces where the indoor temperature reaches 82°F. It established required safety measures for indoor workplaces to prevent worker exposure to risk of heat illness. This standard went into effect on July 23, 2024. Employers have failed to comply with the mandates of the new OSHA regulations and California law.

The applicable provisions of the IWC Wage Orders require temperature to be maintained at comfortable levels. In particular, IWC Wage Order 1-2001, Section 15 states the following:

15. Temperature

(A) The temperature maintained in each work area shall provide reasonable comfort consistent with industry-wide standards for the nature of the process and the work performed.

(B) If excessive heat or humidity is created by the work process, the employer shall take all feasible means to reduce such excessive heat or humidity to a degree providing reasonable comfort. Where the nature of the employment requires a temperature of less than 60 (degrees), a

heated room shall be provided to which employees may retire for warmth, and such room shall be maintained at not less than 60 degrees.

(C) A temperature of not less than 68(degrees) shall be maintained in the toilet rooms, resting rooms, and change rooms during hours of use.

(D) Federal and State energy guidelines shall prevail over any conflicting provision of this section.

Pursuant to Section 15(b), Employers have an affirmative duty to prevent and reduce excessive heat or humidity created by thew work environment, location, department or any other area of work that creates excessive hear and where employees are exposed to heat illness thereby requiring safety measures including, but not limited, to recovery periods. Employers, however, have no written policy regarding preventative measures as required by California law or as required by Labor Code § 226.7 and the recently enacted OSHA standards requiring employer to take affirmative measures to prevent heat illness for indoor employees pursuant to California Code of Regulations, Title 8, section 3395 Heat Illness Prevention, Labor Code §§ 6308, 6317 and any other statutes conferring enforcement powers upon the Division.

Pursuant to California Labor Code §6721, Employers are mandated to implement an indoor heat prevention standards as set forth in the recently amended Sections 3395 and 3396 of Title 8 of the California Code of Regulations, otherwise known as the Maria Isabel Vasquez Jimenez heat illness standard. Employers failed to implement Indoor Heath Prevention policies at Employers' facilities throughout the State of California. Section 3396 required Employers to establish, implement, and maintain an effective Heat Illness Prevention Plan for indoor places of employment. The plan must be in writing and include procedures for water provision, access to cool-down areas, temperature measurement, emergency response, and acclimatization. Employers failed to establish, implement and maintain an effective Heat Illness Prevention Plan for both indoor and outdoor places of employment for Mr. Rivas and the other aggrieved employees.

Employers' failure to comply with California Labor Code §6721 and the recently amended Section 3395 of Title 8 of the California Code of Regulations will result in the imposition of substantial civil penalties. In particular, California Labor Code §6428 provides that any employer which violates any occupational safety or health standard shall be assessed a civil penalty of up to $25,000 for each serious violation. Employers operate without an injury prevention program can be assessed heightened penalties of up to $124,709. See, California Labor Code §6429.

DEMAND

This notice shall further represent Mr. Rivas' reasonable attempt to settle his dispute with

Employers prior to litigation. Pursuant to Graham v. Daimler Chrysler Corp., 34 Cal. 4th 553 (2004), this notice serves to apprise Employers of Mr. Rivas' aforementioned grievances and the proposed remedies as detailed below, while affording Employers a reasonable opportunity to meet Mr. Rivas' demands.

Demand is hereby made that Employers shall agree, in writing received by this office no later than thirty-three (33) calendar days from the postmark date of this notice, to pay Mr. Rivas, and all other aggrieved employees employed by Employers at any time during the past twelve (12) months, back pay and compensation for the above-referenced violations. Additionally, demand is hereby made that Employers shall agree to comply with all California wage and hour laws as described herein and ensure that its hourly aggrieved employees are paid proper overtime compensation and given required meal and rest periods. In addition, the following demands are hereby made:

1. Employers shall agree to conduct a survey or interview of all aggrieved employees in California during the past twelve (12) months to obtain information from them about the number of meal and rest periods each employee missed during their work shifts, with the investigation to be completed within thirty (30) days.

2. Employers shall agree to pay each aggrieved employee one (1) hour of pay for every shift in which he or she missed or otherwise did not take a compliant meal or rest period, as required by California Labor Code § 226.7 and the applicable wage order.

3. Employers shall agree to pay each aggrieved employee all unpaid overtime hours, as required pursuant to California Labor Code §§ 510, 1194, 1198, and Wage Order No. 1-2001, § 3.

4. Employer shall agree to reimburse those aggrieved employees who were forced to pay for any business expenses incurred for the benefit of Employer pursuant to California Labor Code § 2802.

5. Employers shall agree to pay a thirty (30) day waiting time penalty, equal to thirty (30) days of pay, to each formerly employed aggrieved employee who reports any unpaid wages as described herein.

6. Employers shall agree to pay accrued interest to all aggrieved employees at the rate of ten percent (10%) per annum for said unpaid wages.

7. Employers shall immediately implement workplace violence prevention policies and procedures, pursuant to California Labor Code §§6401.7 and 6401.9 within ten (10) days of receipt of this notice.

8. Employers shall immediately implement an indoor/outdoor heat wellness and prevention policy, pursuant to 3396 of Title 8 of the California Code of Regulations.

9. Employers shall agree to pay all penalties and civil penalties due arising from the violations of the California Labor Code and IWC wage order sections referenced above and pursuant to PAGA, California Labor Code § 2698 *et seq.*

Employer shall further agree to pay all statutory and civil penalties arising from the violations of the Labor Code and IWC wage order sections referenced herein, including but not limited to Labor Code §§ 2698 *et seq*. (PAGA), 204, 210, 218.5, 225.5, 226.3, 558, 1174.5, 1197.1, 1199, 2802, 2699, Wage Order No. 7-2001, § 20, and all other applicable IWC Wage Orders. Employer shall further agree to create and implement policies and practices that ensure compliance with the California laws referenced herein.

If the Labor and Workforce Development Agency intends to investigate the allegations set forth herein, please provide notice, via United States Certified Mail to:

The Wheeler Law Firm, APC
Scott Ernest Wheeler, Esq.
Justin A. Wheeler, Esq.
250 West First Street, Suite 216
Claremont, California 91711
Telephone: (909) 621-4988
Facsimile: (909) 621-4622
Email: sew@scottwheelerlawoffice.com
jaw@scottwheelerlawoffice.com

Please do not hesitate to contact my firm with any questions.

Very Truly Yours,

SCOTT ERNEST WHEELER
SEW/yc