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August 25, 2025

Via PAGA Filing Portal

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

Re: Workforce Enterprises WFE, Inc. dba Workforce Personnel, Inc.; Dynamic Worldwide West Inc.
Notice of Labor Code Violations pursuant to Labor Code § 2699.3(a)(1)

Dear Sir or Madam:

This letter shall constitute the required written notification under Labor Code § 2699.3(a)(1) that our client, Ms. Laura Dominguez (“Ms. Dominguez”), alleges that her employers, Workforce Enterprises WFE, Inc. dba Workforce Personnel, Inc. and Dynamic Worldwide West Inc. (collectively “Workforce”) have violated various provisions of the California Labor Code.

Ms. Dominguez was employed by Workforce as a non-exempt employee from approximately September 23, 2022 to March 7, 2025, at a rate of approximately \$16.50 plus non-discretionary incentives. Her primary job duties included picking and fulfilling retail orders at a Dynamic Worldwide West, Inc. warehouse in Santa Fe Springs, California.

Specifically, Ms. Dominguez contends that Workforce has engaged in the following unlawful employment practices:

1. Failure to pay Ms. Dominguez and other aggrieved employees¹ at least all minimum wages owed to them in violation of Labor Code §§ 1182.12, 1194, 1197, 1197.1, 1197.2, and 1198 and Wage Order 9 § 4.

Workforce has failed to pay Ms. Dominguez and other aggrieved employees at least minimum wages for all hours worked because not all hours were recorded. Workforce has a policy and practice of failing to provide employees a reasonable

¹ The phrase “aggrieved employees” refers to all of Workforce’s non-exempt employees in California between August 25, 2024, and the present.

opportunity to take a duty-free 30-minute meal period, as a result of chronic understaffing and unreasonable production expectations. For example, Ms. Dominguez was required to continue working after the end of her regular shift at 1:30 p.m. and before the start of overtime hours at 2:00 p.m. Furthermore, aggrieved employees are forced to wait in line to clock in or out, especially if timekeeping devices are not working properly.

Ms. Dominguez and other aggrieved employees are not compensated for the time they spend working off-the-clock.

2. Failure to pay Ms. Dominguez and other aggrieved employees all overtime wages owed to them in violation of Labor Code §§ 510 and 1194 and Wage Order 9 § 3(A).

Workforce has failed to pay Ms. Dominguez and other aggrieved employees all overtime premium wages, including at the correct hourly rate(s) of pay. Workforce has a policy and practice of underpaying employees for overtime hours because not all hours are recorded accurately, as noted above. Employees are thus routinely paid for fewer hours than their time records show, including overtime hours. In addition, not all non-discretionary pay is included in the regular rate calculation.

3. Failure to provide Plaintiff and other aggrieved employees with lawful meal periods or pay premium compensation in lieu thereof, in violation of Labor Code §§ 226.7, 512(a), and 1198 and Wage Order 9 § 11(A, B).

Workforce denied Ms. Dominguez and other aggrieved employees a reasonable opportunity to take all timely, duty-free meal periods of at least 30 minutes for every 5 hours of work to which they are entitled as a result of the work conditions imposed by Workforce.

As a result of Workforce's policies and procedures, in order to meet all production metrics and expectations, Ms. Dominguez and other aggrieved employees would sometimes have to work while clocked out for meal periods or take their meal periods after the 5th hour of work. Pressure to meet production demands was exacerbated by chronic understaffing.

Workforce also fails to pay employees premium wages in lieu of lawful meal periods.

The Labor Code also provides that "[i]t shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee." Lab. Code § 221. Accordingly, Workforce's failure to provide Ms. Dominguez and other aggrieved employees with timely, duty-free meal and/or rest periods resulted in the forfeiture of wages, including premium

wages for missed meal and/or rest periods, which were diverted back to Workforce.

4. Failure to provide Ms. Dominguez and other aggrieved employees with lawful rest periods or pay premium compensation in lieu thereof, in violation of Labor Code §§ 226.7 and 1198 and Wage Order 9 § 12(A, B).

Workforce denied Ms. Dominguez and other employees a reasonable opportunity to take rest periods of at least 10 minutes for each 4 hours worked, or major fraction thereof, due to high workloads and chronic understaffing, as noted above. In addition, Workforce failed to allow aggrieved employees sufficient time to walk to the break area or restrooms from their work stations, which resulted in fewer than 10 duty-free minutes for rest breaks. In addition, rest breaks were sometimes forfeit when aggrieved employees were required to scan merchandise delivered by truck because it could not be left unattended (called “Sampling”).

Workforce also fails to pay premium wages in lieu of lawful rest periods.

5. Failure timely to pay all wages earned and owed on termination of employment, in violation of Labor Code §§ 201 – 203.

Workforce failed to pay Ms. Dominguez and aggrieved employees all regular and premium wages, whether for overtime or in lieu of meal and rest periods, described herein upon separation of their employment within the time periods specified by Labor Code § 204.

6. Failure timely to provide Ms. Dominguez and other aggrieved employees all wages earned and owed during their employment, in violation of Labor Code § 204.

Workforce has failed to pay employees all regular and premium wages, whether for overtime or in lieu of meal and rest periods, described herein in a timely manner during their employment.

Labor Code § 210 also provides for penalties if meal and/or rest period premium payments are not timely.

7. Failure to provide Ms. Dominguez and other aggrieved employees with accurate itemized wage statements, in violation of Labor Code § 226.

The wage statements provided by Workforce fail accurately to reflect all hours worked and all applicable hourly rates, including at the correct rate(s) of pay, as a result of the failure to pay all regular and premium wages, whether for overtime or in lieu of meal and rest periods, as described herein.

8. Failure to reimburse Ms. Dominguez and other aggrieved employees for business-related expenses, in violation of Labor Code §§ 2800, 2802.

Workforce has failed to reimburse Ms. Dominguez and other aggrieved employees for out-of-pocket expenses necessarily incurred in the performance of her duties, in violation of Labor Code §§ 2800 and 2802. For example, Ms. Dominguez was required to provide her own work tools, including markers, box cutters, and gloves, at a cost to her of approximately \$10.00 per month.

9. Liability pursuant to Labor Code §§ 558 and 558.1, as a consequence of the violations described herein.

Labor Code § 558 provides that an employer, or person acting on behalf of an employer, who violates or causes to be violated a provision of Labor Code §§ 500 through 558, or a provision of the applicable Wage Order(s) regarding hours and days of work, is liable for civil penalties of \$50 to \$100 per pay period per employee, in addition to other civil penalties provided for by law.

Labor Code § 558.1 provides that an employer, or person acting on behalf of an employer, who violates or causes to be violated a provision of the applicable Wage Order(s) regulating minimum wages or hours and days of work or who violates (or causes to be violated) Labor Code §§ 203, 226, 226.7, 1193.6, 1194, or 2802 may be held liable as the employer for any such violation.

Such joint employer liability may also be established pursuant to Labor Code § 2810.3.

As set forth above, Workforce has violated Labor Code §§ 201, 202, 203, 204, 210, 221, 226, 226.7, 510, 512(a), 1194, 1197, 1197.1, 1197.2, 1198, 2800, and 2802, as well as Wage Order 9 §§ 3(A), 4(A-C), 7(A), 9(B), 11(A, B), and 12(A, B), and is thus liable for penalties under Labor Code §§ 558 and 558.1.

Please advise within the required time period whether or not the Labor and Workforce Development Agency intends to investigate these alleged violations. If no such notice is received within 65 calendar days of the date of this letter, Ms. Dominguez will proceed with a civil action for penalties pursuant to Labor Code § 2699.

Thank you for your prompt attention to this request.

Sincerely Yours,

A handwritten signature in blue ink, appearing to read 'Ronald H. Bae', is written over a horizontal line.

Ronald H. Bae

Labor and Workforce Development Agency
Attn: PAGA Administrator
August 25, 2025
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cc: **Via Certified Mail**
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C/o Northwest Registered Agent, Inc.
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Sacramento, CA 95816

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