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ELECTRONICALLY FILED
Superior Court of California
County of Sacramento
12/01/2025
By: E. Leon Barrientos Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

ROLANDO MAGANA, as an aggrieved employee pursuant to the Private Attorneys General Act ("PAGA"), on behalf of the State of California and other non-party Aggrieved Employees,

Plaintiff,

vs.

MILGARD MANUFACTURING LLC, a Delaware limited liability company; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 25CV020656

Hon. Jill Talley, Dept. 23

FIRST AMENDED COMPLAINT – PAGA ENFORCEMENT ACTION

(1) Claim for Civil Penalties for Violations of California Labor Code, Pursuant to PAGA, §§ 2698, *et seq.*

Jury Trial Demanded

Complaint Filed: August 29, 2025

Trial: TBD

Plaintiff Rolando Magana, as an aggrieved employee and on behalf of the State of California and all other non-party Aggrieved Employees, alleges as follows:

JURISDICTION AND VENUE

1. This is an enforcement action under the Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.* ("PAGA") to recover civil penalties and any other available relief on behalf of Plaintiff, the State of California, and other current and former employees who worked for Defendants in California as a non-exempt, hourly paid employee and received at least one wage statement and against whom one or more violations of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision regulating hours and days of work in the applicable Industrial Welfare Commission ("IWC") Wage Order were committed, as set forth in this complaint, at any time between one year prior to the filing of the pre-filing written notice to the Labor and Workforce Development Agency ("LWDA") in this case on September 11, 2025, until judgment ("non-party Aggrieved Employees"). Plaintiff's share of civil penalties sought in this action does not exceed $75,000.

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, section 10. The statute under which this action is brought does not specify any other basis for jurisdiction.

3. This Court has jurisdiction over all Defendants because, on information and belief, Defendants are either citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice. There is no basis for federal diversity jurisdiction in this action given that the State of California, as the real party in interest in this action, is not a "citizen" for purposes of satisfying diversity jurisdiction. *Urbino v. Orkin Servs. of Cal.*, 726 F.3d 1118, 1123 (9th Cir. Cal. 2013). *Urbino* also holds that civil penalties cannot be aggregated to satisfy the amount in controversy requirement for federal diversity jurisdiction in this action, and that diversity jurisdiction cannot be established when Plaintiff's share of the

civil penalties attributable to violations personally suffered are less than $75,000. *Id.* at 1122.

4. Venue is proper in this Court because Defendants employ persons in this county, and employed Plaintiff in this county, and thus a substantial portion of the transactions and occurrences related to this action occurred in this county.

5. California Labor Code sections 2698, *et seq.*, the “Labor Code Private Attorneys General Act of 2004” (“PAGA”), authorize aggrieved employees to sue as private attorneys general their current or former employers for various civil penalties for violations of various provisions in the California Labor Code.

THE PARTIES

6. Plaintiff Rolando Magana is a resident of Oxnard, in Ventura County, California. Defendants employed Plaintiff as an hourly paid, non-exempt employee from approximately January 2024 to June 2025. Plaintiff worked as a Maintenance Technician II for Defendants at their manufacturing plant in Ventura County (355 East Easy Street South, Simi Valley, California 93065). During his employment, Plaintiff typically worked 10.5 hours or more per day, and six (6) days per week. At the time Plaintiff’s employment with Defendants ended, he was compensated $33.00 per hour. Plaintiff’s primary job duties included, without limitation, troubleshooting, diagnosing, and repairing fabrication machines in response to “demand calls” (i.e., maintenance request tickets) and completing preventative maintenance.

7. MILGARD MANUFACTURING LLC was and is, upon information and belief, a Delaware limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

8. Plaintiff is unaware of the true names or capacities of the Defendants sued herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to amend the complaint and serve such fictitiously named Defendants once their names and capacities become known.

9. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10 were the partners, agents, owners, or managers of MILGARD MANUFACTURING LLC, at

all relevant times.

10. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and omissions alleged herein was performed by, or is attributable to, MILGARD MANUFACTURING LLC and/or DOES 1 through 10 (collectively, "Defendants" or "MILGARD"), each acting as the agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the other co-Defendants and was acting within the course and scope of such agency, employment, joint venture, or concerted activity with legal authority to act on the others' behalf. The acts of any and all Defendants were in accordance with, and represent, the official policy of Defendants.

11. At all relevant times, Defendants, and each of them, ratified each and every act or omission complained of herein. At all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of each and all the other Defendants in proximately causing the damages herein alleged.

12. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts, omissions, occurrences, and transactions alleged herein.

PAGA REPRESENTATIVE ALLEGATIONS

13. Defendants are a large manufacturer of vinyl, wood, fiberglass, and aluminum windows and patio doors operating out of California. Upon information and belief, Defendants maintain a single, centralized Human Resources ("HR") department at their company headquarters in Gratz, Pennsylvania, which is responsible for the recruiting and hiring of new employees, and communicating and implementing Defendants' company-wide policies, including timekeeping policies and meal and rest period policies, to employees throughout California.

14. In particular, Plaintiff and other non-party Aggrieved Employees, on information and belief, received the same standardized documents and/or written policies. Upon information and belief, the usage of standardized documents and/or written policies, including new-hire documents, indicate that Defendants dictated policies at the corporate level

and implemented them company-wide, regardless of their employees' assigned locations or positions. Upon information and belief, Defendants set forth uniform policies and procedures in several documents provided at an employee's time of hire.

15. Upon information and belief, Defendants maintain a centralized Payroll department at their company headquarters in Gratz, Pennsylvania, which processes payroll for all non-exempt, hourly paid employees working for Defendants at their various locations and jobsites in California, including Plaintiff and other non-party Aggrieved Employees. Based upon information and belief, Defendants issue the same formatted wage statements to all non-exempt, hourly paid employees in California, irrespective of their work locations. Upon information and belief, Defendants process payroll for departing employees in the same manner throughout the State of California, regardless of the manner in which each employee's employment ends.

16. Defendants continue to employ non-exempt or hourly paid employees in California.

17. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants were advised by skilled lawyers and other professionals, employees and advisors knowledgeable about California labor and wage law, employment and personnel practices, and about the requirements of California law.

18. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and other non-party Aggrieved Employees were not paid for all hours worked because all hours worked were not recorded.

19. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and other non-party Aggrieved Employees were entitled to receive certain wages for overtime compensation and that they were not receiving certain wages for overtime compensation.

20. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and other non-party Aggrieved Employees were entitled to receive at least minimum wages for compensation and that they were not receiving at least

minimum wages for work that was required to be done off-the-clock. In violation of the California Labor Code, Plaintiff and other non-party Aggrieved Employees were not paid at least minimum wages for work done off-the-clock.

21. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and other non-party Aggrieved Employees were entitled to meal periods in accordance with the California Labor Code and applicable IWC Wage Order or payment of one (1) additional hour of pay at their regular rates of pay when they were not provided with timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and other non-party Aggrieved Employees were not provided with all meal periods or payment of one (1) additional hour of pay at their regular rates of pay when they did not receive a timely, uninterrupted, thirty (30) minute meal period.

22. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and other non-party Aggrieved Employees were entitled to rest periods in accordance with the California Labor Code and applicable IWC Wage Order or payment of one (1) additional hour of pay at their regular rates of pay when they were not authorized and permitted to take a compliant rest period. In violation of the Labor Code, Plaintiff and other non-party Aggrieved Employees were not authorized and permitted to take compliant rest periods, nor did Defendants provide Plaintiff and other non-party Aggrieved Employees with payment of one (1) additional hour of pay at their regular rates of pay when they were not authorized and permitted to take a compliant rest period.

23. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and other non-party Aggrieved Employees were entitled to receive complete and accurate wage statements in accordance with California law. In violation of the California Labor Code, Plaintiff and other non-party Aggrieved Employees were not provided complete and accurate wage statements.

24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that they had a duty to maintain accurate and complete payroll records in accordance with the California Labor Code and applicable IWC Wage Order, but willfully,

knowingly, and intentionally failed to do so.

25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and other non-party Aggrieved Employees were entitled to timely payment of all wages earned upon termination of employment. In violation of the California Labor Code, Plaintiff and other non-party Aggrieved Employees did not receive payment of all wages due, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within permissible time periods.

26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and other non-party Aggrieved Employees were entitled to timely payment of wages during their employment. In violation of the California Labor Code, Plaintiff and other non-party Aggrieved Employees did not receive payment of all wages, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within permissible time periods.

27. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants knew or should have known that Defendants had a duty to provide Plaintiff and other non-party Aggrieved Employees with written notice of the material terms of their employment with Defendants as required by the California Wage Theft Prevention Act, but failed to do so.

28. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants knew or should have known that they had a duty to compensate Plaintiff and other non-party Aggrieved Employees for all hours worked, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiff and other non-party Aggrieved Employees that they were properly denied wages, all in order to increase Defendants' profits.

29. At all times herein set forth, PAGA provides that any provision of law under the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be assessed and collected by the LWDA for violations of the California Labor Code and applicable IWC Wage Order may, as an alternative, be recovered by aggrieved employees in a

civil action brought on behalf of themselves and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

30. PAGA defines an "aggrieved employee" in Labor Code section 2699(c)(1) as "any person who was employed by the alleged violator and personally suffered each of the violations alleged."

31. Plaintiff and other current and former employees of Defendants are "aggrieved employees" as defined by Labor Code section 2699(c)(1) in that they are all Defendants' current or former employees and each of the alleged violations were committed against them.

32. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee, including Plaintiff, may pursue a civil action arising under PAGA after the following requirements have been met:

(a) The aggrieved employee shall give written notice by online filing (hereinafter "Employee's Notice") to the LWDA and by certified mail to the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

(b) An aggrieved employee's notice filed with the LWDA pursuant to 2699.3(a) and any employer response to that notice shall be accompanied by a filing fee of seventy-five dollars ($75).

(c) The LWDA shall provide notice (hereinafter "LWDA Notice") to the employer and the aggrieved employee by certified mail that it does not intend to investigate the alleged violation within sixty (60) calendar days of the postmark date of the Employee's Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty-five (65) calendar days of the postmark date of the Employee's Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

33. Pursuant to California Labor Code section 2699.3(c), aggrieved employees, through Plaintiff, may pursue a civil action arising under PAGA for violations of any provision other than those listed in Section 2699.5 after the following requirements have been met:

(a) The aggrieved employee or representative shall give written notice by online filing to the LWDA and by certified mail to the employer of the specific provisions of the California Labor Code alleged to have been violated (other than those listed in Section 2699.5), including the facts and theories to support the alleged violation.

(b) An aggrieved employee's notice filed with the LWDA pursuant to 2699.3(c) and any employer response to that notice shall be accompanied by a filing fee of seventy-five dollars ($75).

(c) The employer may cure the alleged violation within thirty-three (33) calendar days of the postmark date of the notice. The employer shall give written notice by certified mail within that period of time to the aggrieved employee or representative and the agency if the alleged violation is cured, including a description of actions taken, and no civil action pursuant to Section 2699 may commence. If the alleged violation is not cured within the 33-day period, the employee may commence a civil action pursuant to Section 2699.

34. On September 11, 2025, Plaintiff provided written notice by online filing to the LWDA and by certified mail to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including facts and theories to support the alleged violations, in accordance with California Labor Code section 2699.3. Plaintiff's written notice was accompanied with the applicable filing fee of seventy-five dollars ($75). The LWDA PAGA Administrator has confirmed receipt of Plaintiff's written notice and assigned Plaintiff PAGA Case Number LWDA-CM-1124738-25. A true and correct copy of Plaintiff's written notice to the LWDA and Defendants dated September 11, 2025, is attached hereto as

"Exhibit 1."

35. As of the filing date of this amended complaint, over 65 days have passed since Plaintiff sent the written notice described above, and the LWDA has not responded that it intends to investigate Plaintiff's claims, and Defendants have not cured the violations.

36. Thus, Plaintiff has satisfied the administrative prerequisites under California Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, and 2810.5.

37. Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid . . . . (2) For each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid . . . ." Labor Code section 558(c) provides "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law." Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties under Labor Code section 558 for himself, all other non-party Aggrieved Employees, and the State of California against Defendants for violations of Labor Code sections 510, 512(a), 516, 1198, and the applicable IWC Wage Order. Plaintiff, acting in the public interest as a private attorney general, does not seek the recovery of unpaid wages under Labor Code section 558 from Defendants for violations of Labor Code sections 510, 512(a), 516, 1198, and the applicable IWC Wage Order.

38. Defendants, at all times relevant to this complaint, were employers or persons acting on behalf of an employer(s) who violated Plaintiff's and other non-party Aggrieved Employees' rights by violating various sections of the California Labor Code as set forth above.

39. As set forth below, Defendants have violated numerous provisions of both the Labor Code sections regulating hours and days of work as well as the applicable IWC Wage Order.

40. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a), 2699(k), 2699.3(a), 2699.3(c), 2699.5, and section 558, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for himself, all other non-party Aggrieved Employees, and the State of California against Defendants for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, and 2810.5.

FIRST CAUSE OF ACTION

For Civil Penalties, Pursuant to California Labor Code §§ 2698, *et seq.*

(Against all Defendants)

41. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

42. California Labor Code sections 2698, *et seq.* permit Plaintiff to recover civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 226(a), 1174(d), and 1198. Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to recover civil penalties for violations of those Labor Code sections not found in section 2699.5, including sections 226.7, 510, 512(a), 516, 1182.12, 1194, 1197, and 2810.5.

43. Defendants' conduct, as alleged herein, violates numerous sections of the California Labor Code, including, but not limited to, the following:

(a) Violation of Labor Code sections 510 and 1198, and the applicable IWC Wage Order for Defendants' failure to compensate Plaintiff and other non-party Aggrieved Employees with all required overtime pay, as set forth below;

(b) Violation of Labor Code sections 1182.12, 1194, 1197, and 1198, and the applicable IWC Wage Order for Defendants' failure to compensate

Plaintiff and other non-party Aggrieved Employees with at least minimum wages for all hours worked, as set forth below;

(c) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order for Defendants' failure to provide Plaintiff and other non-party Aggrieved Employees with meal periods, as set forth below;

(d) Violation of Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order for Defendants' failure to authorize and permit Plaintiff and other non-party Aggrieved Employees to take rest periods, as set forth below;

(e) Violation of Labor Code sections 226(a) and 1198, and the applicable IWC Wage Order for failure to provide accurate and complete wage statements to Plaintiff and other non-party Aggrieved Employees, as set forth below;

(f) Violation of Labor Code sections 1174(d) and 1198, and the applicable IWC Wage Order for failure to maintain payroll records, as set forth below;

(g) Violation of Labor Code section 201 and 202 for failure to pay all earned wages upon termination, as set forth below;

(h) Violation of Labor Code sections 204 for failure to pay all earned wages during employment, as set forth below; and

(i) Violation of Labor Code section 2810.5(a)(1)(A)-(C) for failure to provide notice of material terms of employment, as set forth below.

FAILURE TO PAY OVERTIME

VIOLATION OF LABOR CODE SECTIONS 510 AND 1198

44. Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code section 1198 requires that ". . . the standard conditions of labor fixed by the commission shall

be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful."

45. California Labor Code section 1198 and the applicable IWC Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

46. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff and other non-party Aggrieved Employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time and one-half (1 ½) for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

47. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiff and other non-party Aggrieved Employees working more than twelve (12) hours in a day, overtime compensation at a rate of two (2) times their regular rate of pay. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

48. California Labor Code section 510 codifies the right to overtime compensation at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh (7th) day of work, and to overtime compensation at twice the employee's regular rate of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh (7th) day of work.

49. During the relevant time period, Defendants willfully failed to pay all overtime wages owed to Plaintiff and other non-party Aggrieved Employees. During the relevant time period, Plaintiff and other non-party Aggrieved Employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours worked were not recorded.

50. First, during the relevant time period, Defendants had, and continue to have, a company-wide policy and/or practice of requiring Plaintiff and other non-party Aggrieved Employees to perform work-related tasks while off-the-clock outside of their shifts, because Defendants did not provide a means to account for this time. For example, Defendants only provided Plaintiff and other non-party Aggrieved Employees with three (3) timekeeping machines at their facility to clock in and out for their shifts, thus forcing Plaintiff and other non-party Aggrieved Employees to wait in line to clock in. Moreover, Defendants had a policy restricting employees from clocking in early for their scheduled shifts, while also requiring employees to clock in within five (5) minutes of their scheduled shift start-times, on threat of progressive discipline eventually amounting to termination, thus exacerbating the amount of time Plaintiff and other non-party Aggrieved Employees spent off-the-clock and waiting under Defendants' control, time for which they were not paid. For example, Plaintiff would report to work prior to the start of his scheduled shift and then sometimes be required to wait in a line of hundreds of employees for an additional amount of time before he was able to clock in, time for which he was not paid. Thus, Defendants' timekeeping policies and/or practices led Plaintiff and other non-party Aggrieved Employees to work off-the-clock outside of their scheduled shift times.

51. Second, Defendants had, and continue to have, a company-wide policy and/or practice of understaffing their facilities while assigning heavy workloads, including pressuring employees to meet production quotas for the facility. Defendants' policies and/or practices resulted in a failure to provide Plaintiff and other non-party Aggrieved Employees with adequate meal period coverage, because there were too few employees on duty to handle the workload, i.e., completing the number of time-sensitive repairs and maintenance projects at the facility while keeping production running at capacity, and thus, Plaintiff and other non-party Aggrieved Employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. For example, Maintenance Technicians like Plaintiff were required to attend to more than 50 demand calls each day. Moreover, Defendants failed to adhere to a schedule for meal periods, which further caused

Plaintiff and other non-party Aggrieved Employees to not be relieved of their duties for compliant meal periods.

52. For example, Plaintiff would clock out and work through his meal periods in order to keep up with the demands of his workload, particularly if he was in the midst of a repair job. Additionally, when he was able to take his meal periods, Plaintiff would be interrupted by Defendants' managers requiring that he attend to a machine or to demand calls, or by Defendants' staff asking him about machine repairs, resulting in his meal period being cut short. Thus, Plaintiff and other non-party Aggrieved Employees worked through meal periods and/or had meal periods cut short or interrupted in order to handle their workloads. Defendants did not compensate Plaintiff and other non-party Aggrieved Employees for the time they spent working off the clock during meal periods (*see infra*).

53. Third, Defendants required Plaintiff and other non-party Aggrieved Employees to use their company-issued radios to communicate with supervisors and coworkers at all times, including during unpaid meal periods. Defendants expected that Plaintiff and other non-party Aggrieved Employees promptly respond to calls at all times to discuss work-related matters. For example, during Plaintiff's meal periods, Defendants' supervisors and coworkers would contact Plaintiff on his radio to discuss work-related matters, but did not compensate him for this time. Defendants knew or should have known that Plaintiff and other non-party Aggrieved Employees were being made to respond to management while off-the-clock and during meal periods in order to meet Defendants' expectations, but failed to compensate them for this time worked.

54. Fourth, on information and belief, Defendants' management pressured Plaintiff and other non-party Aggrieved Employees to clock out for meal periods, even when they did not receive a compliant meal period. For example, Plaintiff would clock out for his first meal period but would work through his meal period, out of fear of being disciplined by Defendants. In conjunction with this policy, Defendants also pressured employees who had signed invalid meal period waivers (*see infra*) to clock out before they had worked twelve (12) hours in a day, in order to limit their eligibility for second meal periods they otherwise would

have received. For example, Defendants' supervisors instructed Plaintiff to clock out prior to his twelfth hour of work and continue finishing his work off-the-clock. As a result, Plaintiff and other non-party Aggrieved Employees were required to perform their assigned tasks off-the-clock because Defendants wanted to avoid paying premiums for missed meal periods. Thus, Defendants did not record all hours worked during meal periods, and Plaintiff and other non-party Aggrieved Employees performed work during meal periods for which they were not paid.

55. Defendants knew or should have known that as a result of these company-wide practices and/or policies, Plaintiff and other non-party Aggrieved Employees were performing their assigned duties off-the-clock outside of their shifts and during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Plaintiff and other non-party Aggrieved Employees worked shifts of eight (8) hours or more a day, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Plaintiff and other non-party Aggrieved Employees were not paid overtime wages for all of the overtime hours they actually worked.

56. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees the balance of overtime compensation as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Plaintiff and other non-party Aggrieved Employees are entitled to recover civil penalties pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

FAILURE TO PAY MINIMUM WAGES

VIOLATION OF LABOR CODE SECTIONS 1182.12, 1194, 1197, AND 1198

57. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, and 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 1-2001 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code

Regs. Tit. 8, § 11010(2)(G) (defining "Hours Worked").

58. First, as set forth above, Defendants had, and continue to have, a company-wide policy and/or practice of failing to pay Plaintiff and other non-party Aggrieved Employees for actual hours worked, such as requiring Plaintiff and other non-party Aggrieved Employees to arrive early and wait in line for a timekeeping machine to clock in for their scheduled shift. Defendants failed to track this time that Plaintiff and other non-party Aggrieved Employees spent working off-the-clock, and Plaintiff and other non-party Aggrieved Employees received no compensation for this time.

59. Second, due to Defendants' policies and/or practices of understaffing, assigning heavy workloads (including pressure to meet production quotas and other productivity requirements), failing to adhere to a schedule for meal periods, and requiring employees to respond to their company-issued radios during meal periods, Plaintiff and other non-party Aggrieved Employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock during meal periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties during unpaid meal periods. Defendants did not compensate Plaintiff and other non-party Aggrieved Employees for the time they spent working off the clock during unpaid meal periods.

60. Moreover, as stated, on information and belief, Defendants pressured Plaintiff and other non-party Aggrieved Employees to clock out for meal periods to reflect compliant meal periods, even when meal periods were missed, short, and/or interrupted. In conjunction with this policy, as stated, on information and belief, Defendants' management would also pressure employees who had signed invalid meal period waivers (*see infra*) to clock out before they had worked twelve (12) hours in day and continue working to limit their eligibility for second meal periods, in order to strictly limit the meal period premiums that would need to be paid by Defendants. Thus, Defendants systematically failed to pay Plaintiff and other non-party Aggrieved Employees for actual hours worked during unpaid meal periods because these hours were not always correctly recorded.

61. Defendants did not pay minimum wages for all hours worked by Plaintiff and

other non-party Aggrieved Employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, Defendants did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, and 1198.

62. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees minimum wages as required by California law, violates California Labor Code sections 1182.12, 1194, 1197, and 1198. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (k).

FAILURE TO PROVIDE AND RECORD MEAL PERIODS

VIOLATION OF LABOR CODE SECTIONS 226.7, 512(a), 516, AND 1198

63. At all relevant times herein set forth, the applicable IWC Wage Order and California Labor Code sections 226.7, 512(a), 516, and 1198 were applicable to Plaintiff's and other non-party Aggrieved Employees' employment by Defendants.

64. At all relevant times herein set forth, California Labor Code section 512(a) provides that an employer may not require, cause, or permit an employee to work for a period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

65. At all relevant times herein set forth, California Labor Code sections 226.7, 512(a), 516, and 1198 provide that no employer shall require an employee to work during any meal period mandated by an applicable order of the IWC.

66. At all relevant times herein set forth, Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total

hours worked is no more than twelve (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.

67. First, during the relevant time period, as stated, Defendants' company-wide policies and/or practices of understaffing their facilities while assigning heavy workloads (including implementing production quotas and productivity requirements), resulting in a failure to provide Plaintiff and other non-party Aggrieved Employees with adequate meal period coverage. Because Defendants did not employ or staff a sufficient number of employees to meet the facility's productivity demands, there was no one available to relieve employees needing meal period coverage, and Plaintiff and other non-party Aggrieved Employees were not always afforded timely, uninterrupted meal periods to which they were entitled. Moreover, Defendants failed to adhere to a schedule for meal periods, which further caused Plaintiff and other non-party Aggrieved Employees to not be relieved of their duties for compliant meal periods.

68. Second, as also stated, Defendants had a company-wide policy and/or practice of requiring that Plaintiff and other non-party Aggrieved Employees carry and respond to company-issued radios at all times, including during meal periods, in order to meet Defendants' expectations. As a result, Defendants' management and coworkers contacted Plaintiff and other non-party Aggrieved Employees on their company-issued radios during meal periods to discuss work-related matters, resulting in noncompliant, interrupted meal periods.

69. Third, as also stated, on information and belief, because Defendants frowned upon employees accruing meal period premiums, Defendants' management pressured Plaintiff and other non-party Aggrieved Employees to clock out for meal periods to reflect compliant meal periods, regardless of whether they had received a compliant meal period or not, in order to strictly limit the meal period premiums that would need to be paid by Defendants. For example, as stated, Plaintiff would clock out for his first meal period but would work through his meal period, out of fear of being disciplined by Defendants. In conjunction with this policy, as also stated, Defendants also pressured employees who had signed invalid meal

period waivers (*see infra*) to clock out before they had worked twelve (12) hours in a day, in order to limit their eligibility for second meal periods they otherwise would have received. For example, Defendants' supervisors instructed Plaintiff to clock out prior to his twelfth hour of work without taking his second meal period and to continue finishing his work off-the-clock.

70. Defendants' practices and policies prevented Plaintiff and other non-party Aggrieved Employees from taking all compliant meal periods to which they were entitled. As a result, Plaintiff and other non-party Aggrieved Employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. For example, as stated, Plaintiff missed his meal periods or would have his meal periods cut short to return to work because there were not enough mechanics to address outstanding repair jobs. As a further example, Plaintiff took his meal periods late, after the fifth hour of work, due to the lack of coverage while he was addressing an existing repair job.

71. Fourth, Plaintiff and other non-party Aggrieved Employees worked shifts in excess of ten (10) hours without receiving an uninterrupted second 30-minute meal period. For example, during his employment, Plaintiff regularly worked shifts in excess of ten (10) or more hours per day, but was not provided a second 30-minute meal period. Plaintiff and other non-party Aggrieved Employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

72. Moreover, on information and belief, Defendants had a company-wide policy of requiring all newly hired employees to sign blanket meal period waivers at or near their time of hire. Defendants took the position that non-exempt, hourly paid employees had waived their rights to first and/or second meal periods for the entirety of their employment and, on that basis, did not provide them with all meal periods to which they were entitled. Defendants' presumption that meal periods would not be provided for shifts in excess of five (5) hours but less than six (6) hours and/or for shifts in excess of ten (10) hours but less than twelve (12) hours, due to blanket meal period waivers signed at or near the time of hire,

discouraged and impeded Plaintiff and other non-party Aggrieved Employees from taking all meal periods to which they were entitled.

73. Furthermore, an employer's obligation to provide a meal period is only "triggered" when the employer "employs an employee for a work period of more than five hours per day." *Brinker*, 53 Cal. 4th at 1039 ("If an employer engages, suffers, or permits anyone to work for a full five hours, its meal break obligation is triggered.").

> [A]fter the meal break obligation is triggered . . . an employer is put to a choice: it must (1) afford an off-duty meal period; (2) consent to a mutually agreed-upon waiver if one hour or less will end the shift; or (3) obtain written agreement to an on-duty meal period if circumstances permit. Failure to do one of these will render the employer liable for premium pay.

Id. (citing Cal. Labor Code § 226.7; Wage Order No. 5, subd. 11(A), (B)). That Defendants required Plaintiff and other non-party Aggrieved Employees to sign meal period waivers simultaneously at or near the time of hire (as opposed to on a specific work day) renders them invalid and unenforceable, because Defendants' obligation to provide Plaintiff and other non-party Aggrieved Employees with meal periods did not arise until Defendants had employed them for a full five (5) hours.

74. At all times mentioned herein, Defendants knew or should have known that as a result of their policies, Plaintiff and other non-party Aggrieved Employees were not actually relieved of all duties to take timely, uninterrupted meal periods. Defendants further knew or should have known that they did not pay Plaintiff and other non-party Aggrieved Employees meal period premiums when meal periods were late, interrupted, shortened, and/or missed.

75. Moreover, Defendants engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Plaintiff and other non-party Aggrieved Employees have not received premium pay for missed, late, and interrupted meal periods. As a result, Defendants failed to provide Plaintiff and other non-party Aggrieved Employees compliant meal periods in violation of California Labor Code sections 226.7, 512(a), and 516 and failed to pay the full meal period premiums due.

76. Defendants' conduct violates the applicable IWC Wage Order, and California Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

FAILURE TO AUTHORIZE AND PERMIT REST PERIODS

VIOLATION OF LABOR CODE SECTIONS 226.7, 516, AND 1198

77. At all relevant times herein set forth, the applicable IWC Wage Order and California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and other non-party Aggrieved Employees' employment by Defendants.

78. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "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" unless the total daily work time is less than three and one-half (3 ½) hours.

79. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016).

80. During the relevant time period, Defendants regularly failed to authorize and permit Plaintiff and other non-party Aggrieved Employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, Defendants' company-wide practices, including understaffing and assigning heavy workloads, including pressuring employees to meet productivity requirements, prevented Plaintiff and

other non-party Aggrieved Employees from being relieved of all duty to take rest periods. Defendants also failed to adhere to a schedule for rest periods, which, coupled with Defendants' failure to provide adequate rest period coverage, further led to Plaintiff and other non-party Aggrieved Employees not being authorized and permitted to take rest periods.

81. In addition, as stated, Defendants engaged in a company-wide policy and/or practice requiring that Plaintiff and other non-party Aggrieved Employees carry and respond to company-issued radios during rest periods to respond to work-related questions and repair requests, which prevented Plaintiff and other non-party Aggrieved Employees from being able to uninterrupted take rest periods.

82. Furthermore, upon information and belief, during the relevant time period, Defendants maintained a company-wide on-premises rest period policy, which effectively required that Plaintiff and other non-party Aggrieved Employees remain on the work premises during their rest periods. Because Plaintiff and other non-party Aggrieved Employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, Defendants effectively maintained control over Plaintiff and other non-party Aggrieved Employees during rest periods.

83. As a result of Defendants' practices and policies, Plaintiff and other non-party Aggrieved Employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, Plaintiff had to forgo his rest periods during his employment. Furthermore, Defendants' management required Plaintiff and other non-party Aggrieved Employees to complete work-related tasks, including closing out demand calls, during the time they should have been permitted to take a second rest period. Finally, Plaintiff was not permitted to take a third rest period despite working shifts of ten and a half (10.5) hours or more.

84. Defendants also have engaged in a company-wide practice and/or policy of not paying rest period premiums owed when compliant rest periods are not authorized and

permitted. Because of this practice and/or policy, Plaintiff and other non-party Aggrieved Employees have not received premium pay for all missed rest periods

85. Defendants' conduct violates the applicable IWC Wage Order and California Labor Code sections 226.7, 516, and 1198. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

FAILURE TO PROVIDE AND MAINTAIN COMPLIANT WAGE STATEMENTS

VIOLATION OF LABOR CODE SECTIONS 226(a), 1174(d), AND 1198

86. At all relevant times herein set forth, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate and complete itemized wage statement in writing, including, but not limited to, the name and address of the legal entity that is the employer, the inclusive dates of the pay period, total hours worked, and all applicable rates of pay.

87. At all relevant times, Defendants have knowingly and intentionally provided Plaintiff and other non-party Aggrieved Employees with uniform, incomplete, and inaccurate wage statements. For example, Defendants issued uniform wage statements to Plaintiff and other non-party Aggrieved Employees that fail to correctly list: total hours worked; gross wages earned; net wages earned; the address of the legal entity that is the employer; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages and/or meal and rest period premiums, and the corresponding number of hours worked at each hourly rate. Specifically, Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5), 226(a)(8), and 226(a)(9).

88. Because Defendants did not record the time Plaintiff and other non-party Aggrieved Employees spent working off the clock and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), Defendants did not list the correct amount of gross wages and net wages earned by Plaintiff and other non-party Aggrieved Employees in compliance with sections 226(a)(1) and 226(a)(5). For the same reason, Defendants failed to accurately list the total number of hours

worked by Plaintiff and other non-party Aggrieved Employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

89. Additionally, and separate from these violations, Defendants issued uniform wage statements to Plaintiff and other non-party Aggrieved Employees that failed to correctly list the correct address of the legal entity of the actual employer in violation of 226(a)(8). The purpose of section 226(a)(8) is to provide California employees with transparency as to the true identity of their employer, to allow the employee to contact their employer during employment or in the future for various reasons, including filing an administrative claim, judicial claim, or other action to seek relief against their employer, to obtain unemployment benefits, etc. Plaintiff's and other non-party Aggrieved Employees' wage statements incorrectly list the employer's address as "1010 54th Avenue East, Tacoma, WA 98424" but, according to the California Secretary of State's website, the correct address is "650 W MARKET ST, GRATZ, PA 17030."

90. On information and belief, the wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which employees were paid; failing to list 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; failing to list the name of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

91. California Labor Code section 1174(d) provides that "[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors" and "[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any

applicable piece rate paid to, employees employed at the respective plants or establishments . . . ." At all relevant times, and in violation of Labor Code section 1174(d), Defendants willfully failed to maintain accurate payroll records for Plaintiff and other non-party Aggrieved Employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

92. California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that "[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, Defendants engaged in company-wide practices and/or policies of failing to record actual hours worked , and thereby failed to keep accurate records of work period and meal period start and end times for Plaintiff and other non-party Aggrieved Employees, in violation of section 1198. Also, in light of Defendants' failure to provide Plaintiff and other non-party Aggrieved Employees with second 30-minute meal periods to which they were entitled, Defendants kept no records of meal start and end times for second meal periods.

93. Defendants' conduct violates California Labor Code sections 226(a), 1174(d), and 1198. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

FAILURE TO PAY WAGES UPON TERMINATION

VIOLATION OF LABOR CODE SECTIONS 201 AND 202

94. At all times relevant herein set forth, Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (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.

95. Defendants willfully failed to pay Plaintiff and other non-party Aggrieved Employees who are no longer employed by Defendants the earned and unpaid wages set forth above, including but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ.

96. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ, violates Labor Code sections 201 and 202. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 256 and/or 2699(a), (f), and (k).

FAILURE TO PAY WAGES DURING EMPLOYMENT

VIOLATION OF LABOR CODE SECTION 204

97. At all times relevant herein set forth, Labor Code section 204 provides that all wages earned by any person in any employment between the first (1st) and the fifteenth (15th) days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of the month during which the labor was performed. Labor Code section 204 further provides that all wages earned by any person in any employment between the sixteenth (16th) and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the first (1st) and the tenth (10th) day of the following month.

98. At all times relevant herein, Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of

wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

99. During the relevant time period, Defendants willfully failed to pay Plaintiff and other non-party Aggrieved Employees all wages due including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within the time periods specified by California Labor Code section 204.

100. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees all wages due violates Labor Code section 204. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 210 and/or 2699(a), (f), and (k).

FAILURE TO PROVIDE WRITTEN NOTICE OF MATERIAL TERMS OF EMPLOYMENT

VIOLATION OF LABOR CODE SECTION 2810.5(a)(1)(A)-(C)

101. At all relevant times herein, California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees containing basic and material payroll information, including, among other things, the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Labor Code § 2810.5(a)(1)(A)-(C).

102. At all relevant times, on information and belief, Defendants failed, on a company-wide basis, to provide written notice to Plaintiff and other non-party Aggrieved Employees that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). Defendants' failure to provide Plaintiff and other non-party Aggrieved Employees with

written notice of basic information regarding their employment with Defendants is in violation of California Labor Code section 2810.5. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (k).

REQUEST FOR JURY TRIAL

Plaintiff requests a trial by jury.

PRAYER FOR RELIEF

Plaintiff, on behalf of all other non-party Aggrieved Employees, prays for relief and judgment against Defendants, jointly and severally, as follows:

1. For damages, civil penalties, injunctive relief, and attorneys' fees in excess of thirty-five thousand dollars ($35,000), exclusive of interest and costs. Plaintiff reserves the right to amend his prayer for relief to seek a different amount.

As to the First Cause of Action

2. That the Court declare, adjudge and decree that Defendants violated the following California Labor Code provisions as to Plaintiff and/or other non-party Aggrieved Employees: 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197, and 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516, and1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage statements and maintain accurate payroll records); 204 (by failing to timely pay all earned wages during employment); 201 and 202 (by failing to timely pay all earned wages upon termination); and 2810.5 (by failing to provide written notice of information material to employment);

3. For civil penalties, pursuant to California Labor Code sections 210, 226.3, 256, 558, 1174.5, 2699(a), (f), and (k), for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, and 2810.5;

4. For injunctive relief pursuant to California Labor Code sections 1194.5 and/or 2699(k) to bring Defendants into compliance with the requirements of California Labor Code

sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, and 2810.5;

5. For attorneys' fees and costs pursuant to California Labor Code section 2699(g)(1), and any and all other relevant statutes, for Defendants' violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, and 2810.5;

6. For pre-judgment and post-judgment interest as provided by law; and

7. For such other and further relief as the Court may deem equitable and appropriate.

Dated: December 1, 2025

Respectfully submitted,

Capstone Law APC

By: ______________________

Robert Drexler
Jonathan Lee
Robert Myong

Attorneys for Plaintiff Rolando Magana

EXHIBIT "1"

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September 11, 2025

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(https://dir.govfa.net/411)

Subject: *Rolando Magana v. Milgard Manufacturing LLC*

Dear PAGA Administrator:

This office represents Rolando Magana in connection with his claims under the California Labor Code. Mr. Magana was an employee of MILGARD MANUFACTURING LLC ("MILGARD").

The employer may be contacted directly at the address below:

MILGARD MANUFACTURING LLC
650 W MARKET ST
GRATZ, PA 17030

Mr. Magana intends to seek civil penalties, attorneys' fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Mr. Magana seeks relief on behalf of himself, the State of California, and other persons who are or were employed by MILGARD as a non-exempt, hourly paid employee in California and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

MILGARD employed Mr. Magana as an hourly paid, non-exempt employee from approximately January 2024 to June 2025. Mr. Magana worked for MILGARD as a Maintenance Technician II at its facility in Simi Valley, California. During his employment, Mr. Magana typically worked ten and a half (10.5) hours or more per day and six (6) days per week. At the time Mr. Magana's employment with MILGARD ended, he earned approximately $33.00 per hour. His job duties included, without limitation, troubleshooting, diagnosing, and repairing fabrication machines in response to "demand calls" (i.e., maintenance request tickets) and completing preventative maintenance.

MILGARD has committed each of the following Labor Code violations against Mr. Magana, the facts and theories of which follow, making him an "aggrieved employee" pursuant to California

Labor Code section 2699(c)(1): [1]

MILGARD's Company-Wide and Uniform Payroll and HR Practices

MILGARD MANUFACTURING LLC is a Delaware limited liability company that manufactures vinyl, wood, fiberglass, and aluminum windows and patio doors. Upon information and belief, MILGARD maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Gratz, Pennsylvania, for all non-exempt, hourly paid employees working for MILGARD in California, including Mr. Magana and other aggrieved employees. At all relevant times, MILGARD issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Magana and other aggrieved employees, regardless of their location or position.

Upon information and belief, MILGARD maintains a centralized Payroll department at its corporate headquarters in Gratz, Pennsylvania, which processes payroll for all non-exempt, hourly paid employees working for MILGARD in California, including Mr. Magana and other aggrieved employees. Further, MILGARD issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees in California, including Mr. Magana and other aggrieved employees, irrespective of their location, position, or manner in which each employee's employment ended. In other words, MILGARD utilized the same methods and formulas when calculating wages due to Mr. Magana and other aggrieved employees in California.

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

MILGARD willfully failed to pay all overtime wages owed to Mr. Magana and other aggrieved employees. During the relevant time period, Mr. Magana and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.
First, during the relevant time period, MILGARD had, and continues to have, a company-wide policy and/or practice of requiring Mr. Magana and other aggrieved employees to perform work-related

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[1] These facts, theories, and claims are based on Mr. Magana's experience and counsel's review of those records currently available relating to Mr. Magana's employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law's requirements, the employer misinformed its employee of the law's requirements, or because the employer effectively hid the violations). Thus, Mr. Magana reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

tasks while off-the-clock outside of their shifts, because MILGARD did not provide a means to account for this time. For example, MILGARD only provided Mr. Magana and other aggrieved employees with three (3) timekeeping machines at its facility to clock in and out for their shifts, thus forcing Mr. Magana and other aggrieved employees to wait in line to clock in. Moreover, MILGARD had a policy restricting employees from clocking in early for their scheduled shifts, while also requiring employees to clock in within five (5) minutes of their scheduled shift start-times, on threat of progressive discipline eventually amounting to termination, thus exacerbating the amount of time Mr. Magana and other aggrieved employees spent off-the-clock and waiting under MILGARD's control, time for which they were not paid. For example, Mr. Magana would report to work prior to the start of his scheduled shift and then sometimes be required to wait in a line of hundreds of employees for ten (10) to fifteen (15) minutes before he was able to clock in, time for which he was not paid. Thus, MILGARD's timekeeping policies and/or practices led Mr. Magana and other aggrieved employees to work off-the-clock outside of their scheduled shift times.

Second, MILGARD had, and continues to have, a company-wide policy and/or practice of understaffing its facilities while assigning heavy workloads, including pressuring employees to meet production quotas for the facility. MILGARD's policies and/or practices resulted in a failure to provide Mr. Magana and other aggrieved employees with adequate meal period coverage, because there were too few employees on duty to handle the workload, i.e., completing the number of time-sensitive repairs and maintenance projects at the facility while keeping production running at capacity, and thus, Mr. Magana and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. For example, Maintenance Technicians like Mr. Magana were required to attend to more than 50 demand calls each day. Moreover, MILGARD failed to adhere to a schedule for meal periods, which further caused Mr. Magana and other aggrieved employees to not be relieved of their duties for compliant meal periods.

For example, Mr. Magana would often clock out and work through his meal periods in order to keep up with the demands of his workload, particularly if he was in the midst of a repair job. Additionally, when he was able to take his meal periods, Mr. Magana would be interrupted regularly by MILGARD's managers requiring that he attend to a machine or to demand calls, or by MILGARD's staff asking him about machine repairs, resulting in his meal period being cut short. Thus, Mr. Magana and other aggrieved employees worked through meal periods and/or had meal periods cut short or interrupted in order to handle their workloads. MILGARD did not compensate Mr. Magana and other aggrieved employees for the time they spent working off the clock during meal periods.

Third, MILGARD required Mr. Magana and other aggrieved employees to use their company-issued radios to communicate with supervisors and coworkers at all times, including during unpaid meal periods. MILGARD expected that Mr. Magana and other aggrieved employees promptly respond to calls at all times to discuss work-related matters. For example, during Mr. Magana's meal periods, MILGARD's supervisors and coworkers would contact Mr. Magana on his radio to discuss work-related matters, but did not compensate him for this time. MILGARD knew or should have known that Mr. Magana and other aggrieved employees were being made to respond to management while off-the-clock and during meal periods in order to meet MILGARD's expectations, but failed to compensate them for this time worked.

Fourth, on information and belief, MILGARD's management pressured Mr. Magana and other aggrieved employees to clock out for meal periods, even when they did not receive a compliant meal period. For example, as stated, Mr. Magana would frequently clock out for his first meal period but would work through his meal period, out of fear of being disciplined by MILGARD. In conjunction with this policy, MILGARD also pressured employees who had signed invalid meal period waivers to clock out before they had worked twelve (12) hours in a day, in order to limit their eligibility for second meal periods they otherwise would have received. For example, MILGARD's supervisors sometimes instructed Mr. Magana to clock out prior to his twelfth hour of work and continue finishing his work off-the-clock. As a result, Mr. Magana and other aggrieved employees were required to perform their assigned tasks off-the-clock because MILGARD wanted to avoid paying premiums for missed meal periods. Thus, MILGARD did not record all hours worked during meal periods, and Mr. Magana and other aggrieved employees performed work during meal periods for which they were not paid.

MILGARD knew or should have known that as a result of these company-wide practices and/or policies, Mr. Magana and other aggrieved employees were performing their assigned duties off-the-clock outside of their shifts and during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Mr. Magana and other aggrieved employees worked shifts of eight (8) hours or more a day, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Mr. Magana and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

MILGARD's failure to pay Mr. Magana and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Mr. Magana and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring MILGARD into compliance with the applicable IWC Wage Order and Labor Code sections 510 and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 1-2001 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code Regs. tit. 8, § 11010(2)(G) (defining "Hours Worked").

First, as set forth above, MILGARD had, and continues to have, a company-wide policy and/or practice of failing to pay Mr. Magana and other aggrieved employees for actual hours worked, such as requiring Mr. Magana and other aggrieved employees to arrive early and wait in line for a timekeeping machine to clock in for their scheduled shift. MILGARD failed to track this time that Mr. Magana and other aggrieved employees spent working off-the-clock, and Mr. Magana and other aggrieved employees received no compensation for this time.

Second, due to MILGARD's policies and/or practices of understaffing, assigning heavy workloads (including pressure to meet production quotas and other productivity requirements), failing to adhere to a schedule for meal periods, and requiring employees to respond to their company-issued radios during meal periods, Mr. Magana and other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock during meal periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties during unpaid meal periods. MILGARD did not compensate Mr. Magana and other aggrieved employees for the time they spent working off the clock during unpaid meal periods.

Moreover, as stated, on information and belief, MILGARD pressured Mr. Magana and other aggrieved employees to clock out for meal periods to reflect compliant meal periods, even when meal periods were missed, short, and/or interrupted. In conjunction with this policy, as stated, on information and belief, MILGARD's management would also pressure employees who had signed invalid meal period waivers (*see infra*) to clock out before they had worked twelve (12) hours in day and continue working to limit their eligibility for second meal periods, in order to strictly limit the meal period premiums that would need to be paid by MILGARD. Thus, MILGARD systematically failed to pay Mr. Magana and other aggrieved employees for actual hours worked during unpaid meal periods because these hours were not always correctly recorded.

MILGARD did not pay minimum wages for all hours worked by Mr. Magana and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, MILGARD did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, MILGARD regularly failed to pay at least minimum wages to Mr. Magana and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Mr. Magana and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring MILGARD into compliance with the applicable IWC Wage Order and Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (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.

First, during the relevant time period, as stated, MILGARD's company-wide policies and/or practices of understaffing its facilities while assigning heavy workloads (including implementing production quotas and productivity requirements), resulting in a failure to provide Mr. Magana and other aggrieved employees with adequate meal period coverage. Because MILGARD did not employ or staff a sufficient number of employees to meet the facility's productivity demands, there was no one available to relieve employees needing meal period coverage, and Mr. Magana and other aggrieved employees were not always afforded timely, uninterrupted meal periods to which they were entitled. Moreover, MILGARD failed to adhere to a schedule for meal periods, which further caused Mr. Magana and other aggrieved employees to not be relieved of their duties for compliant meal periods.

Second, as also stated, MILGARD had a company-wide policy and/or practice of requiring that Mr. Magana and other aggrieved employees carry and respond to company-issued radios at all times, including during meal periods, in order to meet MILGARD's expectations. As a result, MILGARD's management and coworkers contacted Mr. Magana and other aggrieved employees on their company-issued radios during meal periods to discuss work-related matters, resulting in noncompliant, interrupted meal periods.

Third, as also stated, on information and belief, because MILGARD frowned upon employees accruing meal period premiums, MILGARD's management pressured Mr. Magana and other aggrieved employees to clock out for meal periods to reflect compliant meal periods, regardless of whether they had received a compliant meal period or not, in order to strictly limit the meal period premiums that would need to be paid by MILGARD. For example, as stated, Mr. Magana would often clock out for his first meal period but would work through his meal period, out of fear of being disciplined by MILGARD. In conjunction with this policy, as also stated, MILGARD also pressured employees who had signed invalid meal period waivers to clock out before they had worked twelve (12) hours in a day, in order to limit their eligibility for second meal periods they otherwise would have received. For example, MILGARD's supervisors sometimes instructed Mr. Magana to clock out prior to his twelfth hour of work without taking his second meal period and to continue finishing his work off-the-clock.

MILGARD's practices and policies prevented Mr. Magana and other aggrieved employees from taking all compliant meal periods to which they were entitled. As a result, Mr. Magana and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. For example, as stated, Mr. Magana missed his meal periods or would have his meal periods cut short to return to work because there were not enough mechanics to address outstanding repair jobs. As a further example, Mr. Magana took his meal periods late, after the fifth hour of work, due to the lack of coverage while he was addressing an existing repair job.

Fourth, Mr. Magana and other aggrieved employees worked shifts in excess of ten (10) hours without receiving an uninterrupted second 30-minute meal period. For example, during his employment, Mr. Magana regularly worked shifts in excess of ten (10) or more hours per day, but was not provided a second 30-minute meal period. Mr. Magana and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

Moreover, on information and belief, MILGARD had a company-wide policy of requiring all newly hired employees to sign blanket meal period waivers at or near their time of hire. MILGARD took the position that non-exempt, hourly paid employees had waived their rights to first and/or second meal periods for the entirety of their employment and, on that basis, did not provide them with all meal periods to which they were entitled. MILGARD's presumption that meal periods would not be provided for shifts in excess of five (5) hours but less than six (6) hours and/or for shifts in excess of ten (10) hours but less than twelve (12) hours, due to blanket meal period waivers signed at or near the time of hire, discouraged and impeded Mr. Magana and other aggrieved employees from taking all meal periods to which they were entitled.

Furthermore, an employer's obligation to provide a meal period is only "triggered" when the employer "employs an employee for a work period of more than five hours per day." *Brinker*, 53 Cal. 4th at 1039 ("If an employer engages, suffers, or permits anyone to work for a full five hours, its meal break obligation is triggered.").

> [A]fter the meal break obligation is triggered . . . an employer is put to a choice: it must (1) afford an off-duty meal period; (2) consent to a mutually agreed-upon waiver if one hour or less will end the shift; or (3) obtain written agreement to an on-duty meal period if circumstances permit. Failure to do one of these will render the employer liable for premium pay.

Id. (citing Cal. Labor Code § 226.7; Wage Order No. 5, subd. 11(A), (B)). That MILGARD required Mr. Magana and other aggrieved employees to sign meal period waivers simultaneously at or near the time of hire (as opposed to on a specific work day) renders them invalid and unenforceable, because MILGARD's obligation to provide Mr. Magana and other aggrieved employees with meal periods did not arise until MILGARD had employed them for a full five (5) hours.

At all times mentioned herein, MILGARD knew or should have known that as a result of its policies, Mr. Magana and other aggrieved employees were not actually relieved of all duties to take timely, uninterrupted meal periods. MILGARD further knew or should have known that it did not pay Mr. Magana and other aggrieved employees meal period premiums when meal periods were late, interrupted, shortened, and/or missed.

Moreover, MILGARD engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Mr. Magana and other aggrieved employees have not received premium pay for missed, late, and interrupted meal periods. As a result, MILGARD failed to provide Mr. Magana and other aggrieved employees compliant meal periods in violation of California Labor Code sections 226.7, 512(a), and 516 and failed to pay the full meal period premiums due.

Accordingly, MILGARD failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Mr. Magana and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring MILGARD into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 512(a), 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "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" unless the total daily work time is less than three and one-half (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus, et al. v. ABM Security Services, Inc*., 2 Cal. 5th 257, 273 (2016).

During the relevant time period, MILGARD regularly failed to authorize and permit Mr. Magana and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, MILGARD's company-wide practices, including understaffing and assigning heavy workloads, including pressuring employees to meet productivity requirements, prevented Mr. Magana and other aggrieved employees from being relieved of all duty to take rest periods. MILGARD also failed to adhere to a schedule for rest periods, which, coupled with MILGARD's failure to provide adequate rest period coverage, further led to Mr. Magana and other aggrieved employees not being authorized and permitted to take rest periods.

In addition, as stated, MILGARD engaged in a company-wide policy and/or practice requiring that Mr. Magana and other aggrieved employees carry and respond to company-issued radios during rest periods to respond to work-related questions and repair requests, which prevented Mr. Magana and other aggrieved employees from being able to uninterrupted take rest periods.

Furthermore, upon information and belief, during the relevant time period, MILGARD maintained a company-wide on-premises rest period policy, which effectively required that Mr. Magana and other aggrieved employees remain on the work premises during their rest periods. Because Mr. Magana and other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, MILGARD effectively maintained control over Mr. Magana and other aggrieved employees during rest periods.

As a result of MILGARD's practices and policies, Mr. Magana and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, Mr. Magana had to forgo some of his rest periods during his employment. Furthermore, once per week, MILGARD's management required Mr. Magana and other aggrieved employees to complete work-related tasks, including closing out demand calls, during the time they should have been permitted to take a second rest period. Finally, Mr. Magana was not permitted to take a third rest period despite working shifts of ten and a half (10.5) hours or more.

MILGARD also has engaged in a company-wide practice and/or policy of not paying rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Mr. Magana and other aggrieved employees have not received premium pay for all missed rest periods. As a result, Mr. Magana and other aggrieved employees have not received premium pay for all missed rest periods.

Accordingly, MILGARD failed to authorize and permit all rest periods in violation of California

Labor Code sections 226.7, 516, and 1198. Mr. Magana and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring MILGARD into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. MILGARD has not provided Mr. Magana and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or $50 for the initial pay period in which a violation occurs and $100 per employee for each violation in a subsequent pay period, not to exceed $4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of $250 per employee per violation in an initial citation and $1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

At all relevant times, MILGARD has knowingly and intentionally provided Mr. Magana and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, MILGARD issued uniform wage statements to Mr. Magana and other aggrieved employees that fail to correctly list: total hours worked; gross wages earned; net wages earned; the address of the legal entity that is the employer; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages, and the corresponding number of hours worked at each hourly rate. Specifically, MILGARD violated sections 226(a)(1), 226(a)(2), 226(a)(5), 226(a)(8), and 226(a)(9).

First, because MILGARD did not record the time Mr. Magana and other aggrieved employees spent working off the clock and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), MILGARD did not list the correct amount of gross wages and net wages earned by Mr. Magana and other aggrieved employees in compliance with sections 226(a)(1) and 226(a)(5). For the same reason, MILGARD failed to accurately list the total number of hours worked by Mr. Magana and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

Second, and separate from these violations, MILGARD issued uniform wage statements to Mr. Magana and other aggrieved employees that failed to correctly list the correct address of the legal entity of the actual employer in violation of 226(a)(8). The purpose of section 226(a)(8) is to provide California employees with transparency as to the true identity of their employer, to allow the employee to contact their employer during employment or in the future for various reasons, including filing an administrative claim, judicial claim, or other action to seek relief against their employer, to obtain unemployment benefits, etc. Mr. Magana's and other aggrieved employees' wage statements incorrectly list the employer's address as "1010 54th Avenue East, Tacoma, WA 98424" but, according to the California Secretary of State's website, the correct address is "650 W MARKET ST, GRATZ, PA 17030."

On information and belief, the wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which employees were paid; failing to list 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; failing to list the name of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

California Labor Code section 1174(d) provides that "[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors" and "[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments . . . ." At all relevant times, and in violation of Labor Code section 1174(d), MILGARD willfully failed to maintain accurate payroll records for Mr. Magana and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that "[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, MILGARD engaged in company-wide practices and/or policies of failing to record actual hours worked, and thereby failed to keep accurate records of work period and meal period start and end times for Mr. Magana and other aggrieved employees, in violation of section 1198. Also, in light of MILGARD's failure to provide Mr. Magana and other aggrieved employees with second 30-minute meal periods to which they were entitled, MILGARD kept no records of meal start and end times for second meal periods.

Because MILGARD failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Mr. Magana and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Mr. Magana and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Mr. Magana and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring MILGARD into compliance with the applicable IWC Wage Order and Labor Code sections 226(a), 1174(d), and 1198, pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, MILGARD willfully failed to pay Mr. Magana and other aggrieved employees all wages due including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within the time periods specified by California Labor Code section 204.

Mr. Magana and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring MILGARD into compliance with Labor Code section 204, pursuant to Labor Code sections 210 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy two (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.

MILGARD willfully failed to pay Mr. Magana and other aggrieved employees who are no longer employed by MILGARD the earned and unpaid wages set forth above, including but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving MILGARD's employ.

Mr. Magana and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring MILGARD into compliance with Labor Code sections 201 and 202, pursuant to Labor Code sections 256 and/or 2699(a), (f), and (k).

Violation of California Labor Code § 2810.5(a)(1)(A)-(C) – Failure to Provide Notice of Material Terms of Employment

California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees of the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Effective January 1, 2015, an employer's written notice pursuant to section 2810.5 must also include a statement that the employee may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

At all relevant times, on information and belief, MILGARD failed, on a company-wide basis, to provide written notice to Mr. Magana and other aggrieved employees that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). MILGARD's failure to provide Mr. Magana and other aggrieved employees with written notice of basic information regarding their employment with MILGARD is in violation of California Labor Code section 2810.5.

Mr. Magana and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring MILGARD into compliance with Labor Code section 2810.5, pursuant to Labor Code sections 2699(a), (f), and (k).

California Labor Code § 558(a)

California Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid . . . . (2) For each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid . . . ." Labor Code section 558(c) provides that "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law." MILGARD, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Mr. Magana's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Mr. Magana seeks the remedies set forth in Labor Code section 558 for himself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699(k), 2699.3(a), 2699.3(c), 2699.5, and 558, Mr. Magana, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for himself, all other aggrieved employees, and the State of California against MILGARD for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2810.5.

Therefore, on behalf of all aggrieved employees, Mr. Magana seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Chase Laurent
Capstone Law APC
1875 Century Park East, Suite 1860
Los Angeles, CA 90067
(310) 556-4811

Best Regards,

CLaurent

Chase Laurent

Copy: MILGARD MANUFACTURING LLC (via U.S. Certified Mail)

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1875 Century Park, East, 1000
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- Print your name and address on the reverse so that we can return the card to you.

milgard manufacturing llc
650 W MARKET ST
GRATZ, PA 17030

9590 9402 8803 4005 5610 57

2. Article Number *(Transfer from service label)*
9589 0710 5270 0211 5969 48

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee
. Received by *(Printed Name)*
C. Date of Delivery
. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
ail
ail Restricted Delivery
(over $500)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

milgard manufacturing llc
650 W MARKET ST
GRATZ, PA 17030

MMR

9590 9402 8803 4005 5610 57

2. Article Number *(Transfer from service label)*

9589 0710 5270 0211 5969 48

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Hilary Burke

☒ Agent
☐ Addressee

B. Received by *(Printed Name)*
Hilary Burke

C. Date of Delivery
8/16/25

D. Is delivery address different from item 1? ☒ Yes
If YES, enter delivery address below: ☐ No

PO Box 370
Gratz PA 17030-0370

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1860 Los Angeles, California 90067.

On **December 1, 2025,** I served the document described as **FIRST AMENDED COMPLAINT – PAGA ENFORCEMENT ACTION** on the interested parties in this action by sending [ ] the original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [ ] as stated on the attached service list:

Daniel L. Gonzalez dlgonzalez@littler.com LITTLER MENDELSON, P.C. 2049 Century Park East, 5th Floor Los Angeles, California 90067.3107	Attorneys for Defendants MILGARD MANUFACTURING LLC

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101 Second Street, Suite 1000
San Francisco, California 94105

[ ] **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am "readily familiar" with this firm's practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

[ ] **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

[**X**] **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via OneLegal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **December 1, 2025,** at Los Angeles, California.

Sophia Flores
Type/Print Name

Signature