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individually and on behalf of others similarly situated

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

GERARDO GONZALEZ, an individual,
on behalf of himself, all other aggrieved
employees, and the general public,

Plaintiff,

v.

A & S MOLD AND DIE CORP., a
California corporation; TMF PLASTIC
SOLUTIONS, LLC, an Illinois Limited
Liability Company; and TMF
POLYMERS SOLUTIONS, INC., an
Oregon Corporation; and DOES 1
through 100, Inclusive,

Defendants.

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County of Los Angeles
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By P. Rodriguez, Deputy Clerk

CASE NO. 26STCV09467

COMPLAINT FOR:

- CIVIL PENALTIES UNDER LABOR CODE
PRIVATE ATTORNEYS GENERAL ACT OF
2004, LABOR CODE 2698, ET. SEQ**

1 Plaintiff GERARDO GONZALEZ, a representative of aggrieved employees, hereby files this
2 Complaint (“Complaint”) against Defendant A & S MOLD AND DIE CORP., a California
3 corporation; TMF PLASTIC SOLUTIONS, LLC, an Illinois Limited Liability Company; and TMF
4 POLYMERS SOLUTIONS, INC., an Oregon Corporation and DOES 1 through 100, inclusive,
5 (hereinafter collectively, “Defendants” or “A & S Mold and Die”). Plaintiff, in his representative
6 capacity, is informed and believes and on the basis of that information and belief alleges as follows:

7 **INTRODUCTION**

8 1. This representative lawsuit challenges Defendants’ employment practices with
9 respect to their non-exempt, hourly workers employed in the State of California at Defendants’
10 facilities (hereinafter “Aggrieved Employees”), based on Defendants’ policy and practice of failing,
11 among other things, to provide legally compliant meal and rest breaks, denying earned wages,
12 including overtime pay, and failing to provide accurate wage statements from October 31, 2024 to
13 the present (“Relevant Time Period”). In particular, Defendants fail to provide timely and adequate
14 meal and rest breaks, fail to timely compensate employees for minimum and overtime wages, fail to
15 timely pay wages during employment, fail to provide accurate itemized wage statements, fail to
16 maintain accurate recross, fail to reimburse for necessary business expenditures and fail to pay all
17 wages upon termination.

18 2. At all times relevant hereto, and with certain defined exceptions, Defendants’
19 compensation scheme did not fully compensate Plaintiff with at least minimum wages and/or
20 designated rates for all hours worked.

21 3. At all times relevant hereto, and with certain defined exceptions, Defendants’
22 compensation scheme did not fully compensate Plaintiff with overtime compensation for all
23 overtime hours worked.

24 4. At all times relevant hereto, and as a matter of policy and/or practice, Defendants
25 failed to provide Plaintiff with adequate off-duty meal periods and meal period compensation in
26 violation of Labor Code sections 226.7, 512, 551, 552 and 553 and IWC Wage Order No. 1 section
27 11.

28 5. At all times relevant hereto, and as a matter of policy and/or practice, Defendants

1 failed to provide Plaintiff with paid rest periods and rest period compensation in violation of Labor
2 Code sections 226.7 and 512 and IWC Wage Order No. 1 section 12.

3 6. At all times relevant hereto, and as a matter of policy and/or practice, Defendants'
4 knowingly and intentionally utilized a timekeeping system, which failed to compensate Plaintiff for
5 all hours worked.

6 7. At all times relevant hereto, and as a matter of policy and/or practice, Defendants
7 knowingly and intentionally provided Plaintiff with wage statements that, among others, do not
8 show all wages earned, all hours worked, or all applicable rates.

9 8. At all times relevant hereto, and as a matter of policy and/or practice, Defendants
10 failed to maintain documentation of the actual hours worked each day by Plaintiff, all wages earned,
11 and meal breaks taken in violation of Labor Code sections 1174 and IWC Wage Order No. 1 section
12 11.

13 9. At all times relevant hereto, and as a matter of policy and/or practice, Defendants
14 failed to pay Plaintiff all wages due and owing upon termination of employment including, but not
15 limited to, payment of wages for missed meal and rest periods compensation.

16 10. In this case, Plaintiff seeks civil penalties established by Labor Code section 2699,
17 the Private Attorneys General Act ("PAGA"), against Defendants for their unlawful employment
18 practices.

19 **PARTIES**

20 ***Plaintiff Gerardo Gonzalez***

21 11. Plaintiff Gerardo Gonzalez is an individual over the age of eighteen (18) and is now
22 and/or at all relevant times mentioned in this Complaint was a resident and domiciliary of the State
23 of California. Plaintiff commenced his employment with Defendants in or around 2000 as a
24 mechanic at Defendants' facility located in Chatsworth, California.

25 ***Defendant A & S Mold and Die Corp.***

26 12. Plaintiff is informed and believes and based thereon alleges that Defendant A & S
27 Mold and Die Corp, is, and at all relevant times was, a California corporation registered with the
28 State of California's Secretary of State. A & S Mold and Die Corp. is a full-service custom injection

1 molding facility that provides injection molding & in-house precision mold making throughout
2 California.

3 ***Defendant TMF Plastic Solutions, LLC***

4 13. Plaintiff is informed and believes and based thereon alleges that TMF Plastic
5 Solutions, LLC, is, and at all relevant times was, an Illinois limited liability company registered with
6 the State of Illinois' Secretary of State. Operating under the name TMF Plastic Solutions, LLC, the
7 company is a full-service contract development and manufacturing organization which specializes in
8 plastic injection molding and allied services.

9 ***Defendant TMF Polymers Solutions, Inc.***

10 14. Plaintiff is informed and believes and based thereon alleges that TMF Polymers
11 Solutions, Inc., is, and at all relevant times was, an Oregon corporation registered with the State of
12 Oregon's Secretary of State. Operating under the name TMF Polymers Solutions, Inc., the company
13 is a full-service contract development and manufacturing organization which specializes in plastic
14 injection molding and allied services.

15 ***Does 1 through 100***

16 15. DOES 1 through 100 inclusive are now and/or at all times mentioned in this
17 Complaint were, licensed to do business and/or actually doing business in the State of California.
18 Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of
19 DOES 1 through 100, inclusive and for that reason, DOES 1 through 100 are sued under such
20 fictitious names pursuant to California Code of Civil Procedure, section 474. Plaintiff will seek leave
21 of court to amend this Complaint to allege such names and capacities as soon as they are ascertained.
22 DOES 1 through 100 are believed to be business entities who were also co-employers of the Plaintiff
23 and the other Aggrieved Employees.

24 ***All Defendants***

25 16. Plaintiff is informed and believes and based thereon alleges that at all times herein
26 mentioned, all Defendants, and each of them, were and are the agents, servants, employees, joint
27 venturers, and/or partners of each of the other Defendants, and were, at all such times, acting within
28 the course and scope of said employment and/or agency; furthermore, that each and every Defendant

1 herein, while acting as a high corporate officer, director and/or managing agent, principal and/or
2 employer, expressly directed, consented to, approved, affirmed and ratified each and every action
3 taken by the other co-Defendants, as herein alleged and was responsible in whole or in part for the
4 matters referred to herein.

5 17. Plaintiff is informed and believes and based thereon alleges that at all times herein
6 mentioned, Defendants, and each of them, proximately caused Plaintiff, all others similarly situated
7 and the general public to be subjected to the unlawful practices, wrongs, complaints, injuries and/or
8 damages alleged in this Complaint.

9 18. Plaintiff is informed and believes and based thereon alleges that Defendants, and each
10 of them, are now and/or at all times mentioned in this Complaint were members of and/or engaged in
11 a joint venture, partnership, and common enterprise, and were acting within the course and scope of,
12 and in pursuit of said joint venture, partnership, and common enterprise and, as such were co-
13 employers of the Plaintiff and the other Aggrieved Employees.

14 19. Plaintiff is informed and believes and based thereon alleges that Defendants, and each
15 of them, at all times mentioned in this Complaint, concurred with, contributed to, approved of, aided
16 and abetted, condoned and/or otherwise ratified, the various acts and omissions of each and every
17 one of the other Defendants in proximately causing the injuries and/or damages alleged in this
18 Complaint.

19 **JURISDICTION AND VENUE**

20 20. This Court has jurisdiction over all causes of action herein pursuant to the California
21 Constitution, Article VI, § 10, Code of Civil Procedure § 410.10 and Business and Professions Code
22 § 17203. Venue is proper in this Court under Code of Civil Procedure §§ 395 and 395.5 because
23 Defendants operate in this County.

24 **FACTUAL ALLEGATIONS**

25 ***Background***

26 21. Plaintiff Gerardo Gonzalez commenced his employment with Defendants in or
27 around 2000. Plaintiff was employed by Defendants at their warehouse, located in Chatsworth,
28 California as a mechanic. During his tenure with Defendants, Plaintiff was classified as a non-

1 exempt, hourly employee.

2 ***Defendants' Failure to Provide Adequate and Timely Meal and Rest Breaks***

3 22. Aggrieved Employees are not provided with legally compliant meal periods and rest
4 breaks, as they were often not made available due to the press of work and the lack of any
5 formalized process or procedure in place. Defendants either failed to provide Mr. Gonzalez and other
6 similarly situated Aggrieved Employees with a meal period entirely, or it did not provide meal
7 periods that were timely, complete, and uninterrupted.

8 23. Plaintiff is further informed and believes and based thereon alleges that Defendants
9 rarely, if ever, issue any compensation to Aggrieved Employees for missed, late or shortened meal
10 and/or rest breaks. Indeed, Plaintiff's records reveal numerous instances of meal break violations
11 with no corresponding premium pay.

12 24. Plaintiff is informed and believes and based thereon alleges that as a matter of policy
13 and/or practice, Defendants routinely failed to provide their non-exempt employees, Aggrieved
14 Employees, with meal periods during which they were relieved of all duties. Defendants did this by
15 requiring Plaintiff and the other non-exempt employees to essentially work through their meal
16 periods.

17 25. Specifically, throughout the Relevant Time Period, Defendants regularly:

- 18 a. Failed to provide Plaintiff and the other Aggrieved Employees with a first meal
19 period of not less than thirty (30) minutes during which they were relieved of all duty
20 before working more than five (5) hours;
- 21 b. Failed to provide Plaintiff and other Aggrieved Employees with a second meal break
22 of not less than (30) minutes during which they were relieved of all duty before
23 working more than ten (10) hours; and
- 24 c. Failed to pay Plaintiff and the other Aggrieved Employees one hour of pay at their
25 regular rate of compensation for each workday that a meal period was not provided.

26 26. Plaintiff is further informed and believes and based thereon alleges that as a matter of
27 policy and/or practice, Defendants routinely failed to provide their non-exempt Aggrieved
28 Employees, with rest breaks during which they were relieved of all duties. Defendants did this by

1 requiring Plaintiff and the other non-exempt employees to essentially work through their rest breaks.

2 27. Specifically, throughout the Relevant Time Period, Defendants regularly:

- 3 a. Failed to provide paid rest periods of ten (10) minutes during which Plaintiff and the
4 other Aggrieved Employees were relieved of all duty for each four (4) hours of work;
5 b. Failed to compensate Plaintiff and the other aggrieved employees for break time
6 when breaks were taken; and
7 c. Failed to pay Plaintiff and the other Aggrieved Employees one (1) hour of pay at their
8 regular rate of compensation for each workday that a rest period was not permitted.

9 28. At all times relevant hereto, Labor Code section 226.7 and IWC Wage Order, number
10 1, section 12 required employers to authorize, permit, and provide a ten (10) minute paid rest for
11 each four (4) hours of work, during which employees are relieved of all duty.

12 29. At all times relevant hereto, Labor Code Section 226.7(b) and IWC Wage Order,
13 number 1, section 12 required employers to pay one hour of additional pay at the regular rate of
14 compensation for each employee and each workday that a proper rest period is not provided.

15 30. Throughout the Relevant Time Period, Plaintiff and the other Aggrieved Employees
16 were routinely denied the meal and rest breaks they were entitled to under California law.

17 ***Defendants' Failure to Pay Minimum Wages, including Overtime Payment***

18 31. IWC Wage Order, number 1 defines "hours worked" to mean "the time during which
19 an employee is subject to the control of an employer and includes all the time the employee is
20 suffered or permitted to work, whether or not required to do so."

21 32. Labor Code section 1182.12 and IWC Wage Order, number 1, section 4 formerly
22 provided that on and after January 1, 2008, the minimum wage shall be not less than eight dollars
23 (\$8.00) per hour.

24 33. Labor Code section 1182.12 and IWC Wage Order, number 1, section 4 provide that
25 on and after July 1, 2014, the minimum wage for all industries shall be not less than nine dollars (\$9)
26 per hour, that on and after January 1, 2016, the minimum wage for all industries shall be not less
27 than ten dollars (\$10) per hour, that on and after January 1, 2017, the minimum wage for all
28 industries shall be not less than ten dollars and fifty cents (\$10.50) per hour, and that on and after

1 January 1, 2018, the minimum wage for all industries shall be not less than eleven dollars (\$11) per
2 hour,

3 34. Labor Code section 1194(a) provides in relevant part: “Notwithstanding any
4 agreement to work for a lesser wage, any employee receiving less than the legal minimum wage is
5 entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage,
6 including interest thereon, reasonable attorney’s fees, and costs of suit.”

7 35. Labor Code section 1194.2(a) provides in relevant part: “In any action under Section
8 1193.6 or Section 1194 to recover wages because of the payment of a wage less than the minimum
9 wage fixed by an order of the commission, an employee shall be entitled to recover liquidated
10 damages in an amount equal to the wages unlawfully unpaid and interest thereon.”

11 36. Labor Code section 1197 provides: “The minimum wage for employees fixed by the
12 commission is the minimum wage to be paid to employees, and the payment of a less wage than the
13 minimum so fixed is unlawful.”

14 37. Defendants’ Aggrieved Employees are paid on an hourly basis for their time spent
15 working. Hours worked include, but are not limited to, all hours that an employee is permitted or
16 suffered to work including, but not limited to, off-the-clock work that an employer either knew or
17 should have known that an employee was performing.

18 38. As a matter of policy and/or practice, Defendants routinely suffered or permitted their
19 Aggrieved Employees to work portions of the day during which they were subject to Defendants’
20 control, but Defendants failed to compensate them. As a matter of policy and/or practice, Plaintiff
21 and Aggrieved Employees were frequently required to perform work during their meal and rest
22 breaks.

23 39. Labor Code Section 1194 further provides that an employee receiving less than the
24 legal overtime compensation is entitled to recover in a civil action the unpaid balance of the full
25 amount of this minimum wage or overtime compensation, including interest thereon, reasonable
26 attorney’s fees, and costs of suit.

27 40. Labor Code Section 510(a) states: “Any work in excess of eight hours in one workday
28 and any work in excess of 40 hours in any one workweek and the first eight hours worked on the

1 seventh day of work in any one workweek shall be compensated at the rate of no less than one and
2 one-half times the regular rate of pay for an employee.” Labor Code Section 510(a) further states:
3 “Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice
4 the regular rate of pay for an employee.” Labor Code Section 510(a) further states: “[A]ny work in
5 excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less
6 than twice the regular rate of pay of an employee.”

7 41. Throughout the Relevant Time Period, Wage Order No. 1-2001 provided for payment
8 of overtime wages equal to one and one-half (1 1/2) times an employee’s regular rate of pay for all
9 hours worked over eight (8) hours per day and/or forty (40) hours in a workweek, and/or for
10 payment of overtime wages equal to double the employee’s regular rate of pay for all hours worked
11 in excess of twelve (12) hours in any workday and/or for all hours worked in excess of eight (8)
12 hours on the seventh (7th) day of work in any one workweek.

13 42. Plaintiff was classified as non-exempt by Defendants and was therefore entitled to
14 payment for all hours worked, including overtime compensation for all hours worked in excess of
15 the hours and time specified in the Wage Order, statutes and regulations identified herein.

16 43. Plaintiff other similarly situated Aggrieved Employees were required to work during
17 a period of time they were clocked out and were not being compensated.

18 44. Throughout the Relevant Time Period, Defendants did not maintain adequate records
19 of all wages earned, hours worked, and meal and rest breaks taken.

20 45. Accordingly, Defendants failed to properly record the actual hours worked by
21 Plaintiff and Aggrieved Employees and thus failed to pay minimum wages and overtime wages for
22 the actual amount of minimum and overtime hours worked.

23 ***Defendants’ Failure to Timely Pay Wages***

24 46. Under Labor Code section 204, an employer must pay all wages earned by any
25 employee, other than those mentioned in Sections 201, 201.3, 202, 204.1, or 204.2, twice during
26 each calendar month, on days designated in advance by the employer as the regular paydays.

27 47. Section 204 states in pertinent part: “All wages...earned by any person in any
28 employment are due and payable twice during each calendar month, on days designated in advance

1 by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive,
2 of any calendar month shall be paid for between the 16th and the 26th day of the month during
3 which the labor was performed, and labor performed between the 16th and the last day, inclusive, of
4 any calendar month, shall be paid for between the 1st and 10th day of the following month.” Cal.
5 Labor Code § 204(a).

6 48. Defendants failed to compensate Plaintiff and other similarly situated Aggrieved
7 Employees all wages due to them within any time period specified by California Labor Code § 204.

8 ***Defendants’ Failure to Pay All Wages Upon Termination***

9 49. At all times relevant hereto, Labor Code § 201 required an employer that discharges
10 an employee to pay compensation due and owing to said employee immediately upon discharge.
11 Labor Code Sections 202 requires an employer to pay an employee who quits any compensation due
12 and owing to said employee within seventy-two (72) hours of an employee’s resignation. Labor
13 Code Section 203 provides that if an employer willfully fails to pay compensation promptly upon
14 discharge or resignation, as required under Sections 201 and 202, then the employer is liable for
15 waiting time penalties in the form of continued compensation for up to thirty (30) work days.

16 50. Defendants willfully and knowingly failed to pay Aggrieved Employees, upon
17 termination of employment, all accrued compensation including payment of minimum wage
18 compensation, missed rest periods compensation and for time spent performing work off the clock at
19 Defendants’ direction.

20 ***Defendants’ Failure to Reimburse for Necessary Business Expenses***

21 51. At all times relevant hereto, Labor Code §2802 required employers to reimburse
22 employees for all necessary expenditures that the employee incurs in discharging his or her duties.

23 52. Plaintiff and Aggrieved Employees are required to use their own personal cell phones
24 for business purposes.

25 53. Aggrieved Employees, including Plaintiff, necessarily use their personal cell phones
26 on a daily basis in performing their work functions at the warehouse. Plaintiff and other Aggrieved
27 Employees also had to purchase certain tools to discharge their duties for Defendants.

28 54. Plaintiff is informed and believes and based thereon allege that as a matter of policy

1 and/or practice, Defendants failed to reimburse Aggrieved Employees for items necessary to perform
2 their work duties for Defendants.

3 ***Defendants' Failure to Provide Accurate, Itemized Wage Statements***

4 55. At all times relevant hereto, Labor Code section 226 and IWC Wage Order, number
5 1, section 7 required employers to maintain adequate employment records and provide employees
6 with accurate itemized wage statements showing gross wages, total hours worked, all applicable
7 hourly rates worked during each pay period, the corresponding number of hours worked at each
8 hourly rate, and meal breaks taken.

9 56. Defendants' wage statements are facially non-compliant by virtue of the defective
10 meal and rest period policies and practices, the uncompensated work, the unlawful timekeeping
11 systems which do not accurately record the total hours worked by Aggrieved Employees.

12 57. Wage statements provided to Plaintiff and the other Aggrieved Employees by
13 Defendants do not show all wages earned, all hours worked, or all applicable rates, in violation of
14 the Labor Code section 226, and IWC Wage Order number 1, section 7.

15 58. Moreover, Defendants did not maintain adequate records of all wages earned, hours
16 worked, and breaks taken.

17 ***Exhaustion of Administrative Remedies***

18 59. Plaintiff has complied with the procedures for bringing suit specified in California
19 Labor Code Section 2699.3. By letter dated October 31, 2025, Plaintiff, on behalf of Aggrieved
20 Employees, gave written notice by electronic mail and certified mail to the Labor and Workforce
21 Development Agency ("LWDA") and Defendants of the specific provisions of the California Labor
22 Code alleged to have been violated, including the facts and theories to support the alleged violations.
23 Attached as **Exhibit "1"** is a true and correct copy of the referenced letter.

24 60. More than sixty-five (65) calendar days have passed since Plaintiff provided the
25 LWDA with written notice. To date, Plaintiff has not received any written notice nor been notified
26 from the LWDA that it does intend to investigate the violations of the California Labor Code alleged
27 herein.

28 **FIRST CAUSE OF ACTION**

1 **CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT**

2 **(On Behalf of Aggrieved Employees Against All Defendants)**

3 61. Plaintiff incorporates by reference the allegations set forth above.

4 62. As set forth above, Plaintiff has complied with the procedures for bringing suit
5 specified in California Labor Code Section 2699.3. By letter dated October 31, 2025, Plaintiff, on
6 behalf of Aggrieved Employees, gave written notice by certified mail to the LWDA and to
7 Defendants of the specific provisions of the California Labor Code alleged to have been violated,
8 including the facts and theories to support the alleged violations. More than sixty-five (65) calendar
9 days have passed since Plaintiff provided the LWDA with written notice. To date, Plaintiff has not
10 received any written notice nor been notified from the LWDA that it does intend to investigate the
11 violations of the California Labor Code alleged herein.

12 63. This action arises out of the allegedly unlawful labor practices of Defendants in
13 California. Through this private attorneys' general action, Plaintiff represents Aggrieved Employees
14 of Defendants that were in California, against whom Defendants have allegedly committed labor law
15 violations alleged herein. As a result of the allegedly unlawful conduct described herein, Plaintiff
16 now seeks to recover civil penalties, attorneys' fees, and costs, pursuant to the Labor Code Private
17 Attorneys General Act of 2004, Labor Code Section 2698, *et seq.*

18 64. Labor Code Section 1198 makes it unlawful for an employer to employ an employee
19 under conditions that violate the applicable Wage Order.

20 65. Plaintiff is informed and believes that throughout the Relevant Time Period,
21 Defendants have applied centrally devised policies and practices to Plaintiff and the other Aggrieved
22 Employees with respect to wages, hours, and working conditions.

23 **Failure to Pay Minimum Wages and Designated Rates**

24 66. At all relevant times, California Labor Code sections 1194, 1197 and 1197.1 provide
25 that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to
26 employees and the payment of a wage less than the minimum so fixed is unlawful. Additionally,
27 Code Section 1198 makes it unlawful for an employer to employ an employee under conditions that
28 violate the applicable Wage Order.

1 67. Where any statute or contract requires an employer to maintain the designated wage
2 scale, Labor Code Section 223 makes it unlawful for an employer to secretly pay a lower wage while
3 purporting to pay the wage designated by statute or by contract.

4 68. At all relevant times, Defendants maintained a policy and practice of requiring
5 Plaintiff and the other Aggrieved Employees to remain under Defendants' control without paying
6 therefore, which resulted in them earning less than the legal minimum wage in the State of
7 California for all hours worked. At all relevant times, Defendants maintained a policy and practice of
8 requiring Plaintiff and the other Aggrieved Employees to remain under Defendants' control, while
9 purportedly on a meal and rest break, and without paying therefore, which resulted in them earning
10 less than the legal minimum wage in the State of California for all hours worked.

11 69. Defendants' failure to pay Plaintiff and other Aggrieved Employees minimum wages
12 and designated violates California Labor Code sections 223, 1182.12, 1194, and 1197. Plaintiff and
13 other Aggrieved Employees are entitled to recover civil penalties pursuant to sections 1197.1 and
14 2699(a), (f), and (g).

15 **Failure to Pay Overtime Compensation**

16 70. Labor Code Section 1194 provides that an employee receiving less than the legal
17 overtime compensation is entitled to recover in a civil action the unpaid balance of the full amount
18 of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's
19 fees, and costs of suit.

20 71. Labor Code Section 510(a) states: "Any work in excess of eight hours in one workday
21 and any work in excess of 40 hours in any one workweek and the first eight hours worked on the
22 seventh day of work in any one workweek shall be compensated at the rate of no less than one and
23 one-half times the regular rate of pay for an employee." Labor Code Section 510(a) further states:
24 "Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice
25 the regular rate of pay for an employee." Labor Code Section 510(a) further states: "[A]ny work in
26 excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less
27 than twice the regular rate of pay of an employee."

28 72. Throughout the Relevant Time Period, Wage Order No. 1-2001 provided for payment

1 of overtime wages equal to one and one-half (1 1/2) times an employee's regular rate of pay for all
2 hours worked over eight (8) hours per day and/or forty (40) hours in a workweek, and/or for
3 payment of overtime wages equal to double the employee's regular rate of pay for all hours worked
4 in excess of twelve (12) hours in any workday and/or for all hours worked in excess of eight (8)
5 hours on the seventh (7th) day of work in any one workweek.

6 73. Plaintiff and the other Aggrieved Employees were classified as non-exempt by
7 Defendants and were therefore entitled to overtime compensation for all hours worked in excess of
8 the hours and time specified in the Wage Order, statutes and regulations identified herein.

9 74. As a matter of policy and/or practice, Plaintiff and the other Aggrieved Employees
10 were frequently required to performed work during meal and rest breaks.

11 75. As a matter of policy and/or practice, Defendants utilized a timekeeping system,
12 which failed to compensate Plaintiff and other Aggrieved Employees for all hours worked, whether
13 by rounding, time-shaving, or otherwise. Specifically, our investigation leads us to believe that
14 Defendants' rounding of time was not even-handed and has resulted in Plaintiff and other Aggrieved
15 Employees not being compensated for all hours worked.

16 76. Defendants also engaged in a policy and/or practice, which allows management at the
17 fulfillment centers to adjust, manipulate or edit the time records of Aggrieved Employees.

18 77. Accordingly, Defendants failed to properly record the actual hours worked by
19 Plaintiff and other Aggrieved Employees and thus failed to pay overtime wages for the actual
20 amount of overtime hours worked.

21 **Failure to Provide Timely and Adequate Meal and Rest Breaks**

22 78. Labor Code Section 512 and Section 11 of the Wage Order impose an affirmative
23 obligation on employers to provide non-exempt employees with uninterrupted, duty-free, meal
24 periods of at least thirty (30) minutes for each work period of five (5) or more hours, and to provide
25 them with two uninterrupted, duty-free, meal periods of at least thirty (30) minutes for each work
26 period of more than ten (10) hours.

27 79. Labor Code Section 226.7 and Section 11 of the Wage Order prohibit employers from
28 requiring employees to work during required meal periods and require employers to pay non-exempt

1 employees an additional hour of premium wages on each workday that the employee is not provided
2 with a required meal period.

3 80. At relevant times during the applicable limitations period, Defendants failed to
4 provide Plaintiff and Aggrieved Employees with uninterrupted meal periods of at least thirty
5 (30) minutes on each day that they worked five (5) or more hours, as required by Labor Code
6 Section 512 and the Wage Order, as a result of duties and schedules that do not permit them to take
7 all legally required meal periods. Plaintiff is informed, believes, and thereon alleges that, at relevant
8 times during the applicable limitations period, Defendants maintained a policy or practice of not
9 providing the other Aggrieved Employees with uninterrupted meal periods of at least thirty
10 (30) minutes for each five (5) hour work period, as required by Labor Code Section 512 and the
11 Wage Order, as a result of duties and schedules that do not permit them to take all legally required
12 meal periods.

13 81. Section 12 of the Wage Order imposes an affirmative obligation on employers to
14 permit and authorize employees to take required rest periods at a rate of no less than ten (10) minutes
15 of net rest time for each four (4) hour work period, or major portion thereof, that must be in the
16 middle of each work period insofar as is practicable.

17 82. Labor Code Section 226.7 and Section 12 the Wage Order prohibit employers from
18 requiring employees to work during required rest periods and require employers to pay non-exempt
19 employees an additional hour of premium wages on each workday that the employee is not provided
20 with the required rest period.

21 83. At relevant times during the applicable limitations period, Defendants failed to
22 provide Plaintiff and Aggrieved Employees with a net rest period of at least ten (10) minutes for
23 each four (4) hour work period, or major portion thereof, as required by the Wage Order, as a result
24 of duties and schedules that do not permit Plaintiff and Aggrieved Employees to take all legally
25 required rest breaks.

26 84. Plaintiff is informed, believes, and thereon alleges that, at relevant times during the
27 applicable limitations period, Defendants maintained a policy or practice of not providing the other
28 Aggrieved Employees with net rest periods of a least ten (10) minutes for each four (4) hour work

1 period, or major portion thereof, as required by the Wage Order, as a result of duties and schedules
2 that do not permit them to take all legally required rest breaks.

3 85. Plaintiff is further informed, believes, and thereon alleges that Defendants rarely, if
4 ever, issue any compensation to Aggrieved Employees for missed, late or shortened meal and/or rest
5 breaks.

6 **Failure to Reimburse For Necessary Business Expenditures**

7 86. Labor Code Section 2802 provides: "An employer shall indemnify his or her
8 employee for all necessary business expenditures or losses incurred by the employee in direct
9 consequence of the discharge of his or her duties, or of his or her obedience to the direction of the
10 employer... [which includes] all reasonable costs, including, but not limited to, attorneys' fees
11 incurred by the employee enforcing the rights granted by this section."

12 87. As a direct consequence of discharging their duties for Defendants and/or obeying
13 Defendants' directions, Plaintiff and Aggrieved Employees have necessarily incurred expenses for
14 which they have not been indemnified by Defendants, including the use of Plaintiff's and Aggrieved
15 Employees' personal cell phones and tools as required by Defendants; and the attorneys' fees
16 incurred to enforce Plaintiff's and Aggrieved Employees' rights under Cal. Labor Code § 2802.

17 88. Defendants have failed to indemnify or in any manner reimburse Plaintiff and
18 Aggrieved Employees for these expenditures and losses by requiring Plaintiff and Aggrieved
19 Employees to pay expenses and cover losses that they incurred in direct consequence of the
20 discharge of their duties for Defendants and/or in obedience of Defendants' direction, in violation of
21 Cal. Labor Code § 2802.

22 89. As a direct and proximate result of Defendants' conduct, Plaintiff and Aggrieved
23 Employees have suffered substantial losses according to proof, as well as pre-judgment interest,
24 costs, and attorneys' fees for the prosecution of this action, which losses are compensable under Cal.
25 Labor Code § 2802.

26 **Failure to Provide and Maintain Compliant Wage Statements**

27 90. Labor Code Section 1174 requires that every person employing labor in this state
28 shall keep (1) a record showing the names and addresses of all employees employed and the ages of

1 all minors; (2) at a central location in the state or at the plants or establishments at which employees
2 are employed, payroll records showing the hours worked daily by and the wages paid to, and the
3 number of piece-rate units earned by and any applicable piece rate paid to, employees employed at
4 the respective plants or establishments; (3) such records in accordance with rules established for this
5 purpose by the commission, but in any case, on file for not less than three years. This statute also
6 prevents an employer from prohibiting an employee from maintaining a personal record of hours
7 worked, or, if paid on a piece-rate basis, piece-rate units earned. Defendants have willfully failed to
8 keep the records required by Section 1174.

9 91. Pursuant to California Labor Code Section 226(a), Plaintiff and the other Aggrieved
10 Employees were entitled to receive, semimonthly or at the time of each payment of wages, an
11 accurate itemized statement showing: (a) gross wages earned; (b) net wages earned; (c) all applicable
12 hourly rates in effect during the pay period; and (d) the corresponding number of hours worked at
13 each hourly rate by the employee.

14 92. Defendants failed to provide Plaintiff with accurate itemized statements in accordance
15 with California Labor Code Section 226(a) by providing Plaintiff with wage statements with
16 inaccurate entries for hours worked, corresponding rates of pay, and total wages earned as a result of
17 the unlawful labor and payroll practices described herein.

18 93. Plaintiff is informed and believes and thereon alleges that, at all relevant times during
19 the applicable limitations period, Defendants maintained a policy or practice of not providing
20 Aggrieved Employees with accurate itemized wage statements by providing them with wage
21 statements with inaccurate entries for hours worked, corresponding rates of pay, total wages and
22 deductions from wages earned as a result of the unlawful labor and payroll practices described
23 herein.

24 94. Plaintiff is informed and believes and thereon alleges that Defendants' failure to
25 provide him and the other Aggrieved Employees with accurate written wage statements is knowing
26 and intentional.

27 95. Plaintiff is informed and believes and thereon alleges that Defendants had the ability
28 to provide him and the Aggrieved Employees with accurate wage statements, but intentionally

1 provided wage statements that they knew are not accurate.

2 96. As a result of being provided with inaccurate wage statements by Defendants,
3 Plaintiff and the Aggrieved Employees have suffered an injury. Their legal rights to receive accurate
4 wage statements were violated and they were misled about the amount of wages they had actually
5 earned and were owed. In addition, the absence of accurate information on their wage statements
6 prevented immediate challenges to Defendants' unlawful pay practices, has required discovery and
7 mathematical computations to determine the amounts of wages owed, has caused difficulty and
8 expense in attempting to reconstruct time and pay records, and/or has led to the submission of
9 inaccurate information about wages and amounts deducted from wages to state and federal
10 government agencies.

11 97. California Labor Code sections 2699(a) and (g) authorize an aggrieved employee, on
12 behalf of themselves and other current or former employees, to bring a civil action to recover civil
13 penalties pursuant to the procedures specified in California Labor Code Section 2699.3.

14 **Failure to Timely Pay Wages During Employment**

15 98. California Labor Code Section 204 establishes the fundamental right of all employees
16 in the state of California to be paid wages in a timely manner for their work.

17 99. Plaintiff is informed and believes and thereon alleges that during the relevant time
18 period, Defendant intentionally and willfully failed to pay Plaintiff and the other Aggrieved
19 Employees all wages due to them, within any time period permissible under California Labor Code
20 section 204.

21 100. During the relevant time period, Defendants failed to pay Plaintiff and the other
22 Aggrieved Employees the full amount of wages owed for all hours worked and, therefore, violated
23 California Labor Code Section 204. Accordingly, Plaintiff is entitled to recover all damages,
24 penalties, and other remedies available for violation of California Labor Code Section 204.

25 **Failure to Pay Wages Upon Termination**

26 101. Labor Code Section 201 provides that all earned and unpaid wages of an employee
27 who is discharged are due and payable immediately at the time of discharge.

28 102. Labor Code Section 202 provides that all earned and unpaid wages of an employee

1 who quits after providing at least 72-hours' notice before quitting are due and payable at the time of
2 quitting and that all earned and unpaid wages of an employee who quits without providing at least
3 72-hours' notice before quitting are due and payable within 72 hours.

4 103. Labor Code Section 203 provides that the wages of an employee continue on a daily
5 basis as a penalty for up to 30 days where an employer willfully fails to timely pay earned and
6 unpaid wages to the employee in accordance with Labor Code Section 201 or Section 202.

7 104. Plaintiff is informed and believes that Defendants' failure to timely pay them all of
8 their earned and unpaid wages, including unpaid minimum wages and overtime wages, and
9 unprovided rest and meal period premium wages, have been willful in that, at all relevant times,
10 Defendants have deliberately maintained policies and practices that violate the requirements of the
11 Labor Code and the Wage Order even though, at all relevant times, they have had the ability to
12 comply with those legal requirements.

13 **Violations of Business and Profession Code § 17200, et seq.**

14 105. As a result of Defendant's unfair business practices, Defendant has reaped unfair
15 benefits and illegal profits at the expense of Aggrieved Employees, including Plaintiff, and members
16 of the public. Defendants should be made to disgorge their ill-gotten gains and to restore them to
17 Aggrieved Employees, including Plaintiff.

18 106. Defendant's unfair business practices violate the Unfair Competition Laws and entitle
19 Plaintiff to seek preliminary and permanent injunctive relief including, but not limited to, orders that
20 Defendant account for, disgorge and restore to the Aggrieved Employees, including Plaintiff, the
21 wages and other compensation unlawfully withheld from them.

22 107. In addition to the actual damages caused by the unlawful conversion, Aggrieved
23 Employees, including Plaintiff, are entitled to recover exemplary damages for the sake of example
24 and by way of punishing Defendant.

25 **Section 558 Penalties**

26 108. The PAGA claims are also brought against Defendants pursuant to provisions of the
27 labor code including § 558 which permits liability of persons or employers who violate or cause to
28 be violated Labor Code and IWC regulations. California Labor Code Section 2699.

109. The PAGA states:

Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of herself or himself and other current or former employees...

110. One provision of law enforceable through PAGA as to civil penalties, though not unpaid wages, is Labor Code § 558, which states the following:

(a) Any 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 in addition to any amount sufficient to recover underpaid wages.

(2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages...

Penalties Authorized by PAGA

111. Pursuant to California Labor Code sections 2699(a) and (f), Plaintiff and the other Aggrieved Employees of Defendants are entitled to, and seek to, recover civil penalties for Defendants' violations of California Labor Code sections 201, 202, 203, 204, 210, 216, 221, 225.5, 226, 226.3, 226.7, 226.8, 246, 450, 510, 511, 512, 551, 552, 558, 1194-1197.1, 1198, 2802, 2698 *et seq.* and 17200, *et seq.*, during the applicable limitations period in the following amounts:

- a. For violations of California Labor Code sections 201, 202, 203, 226.7, 1198, one hundred dollars (\$100.00) for each aggrieved employee per pay period for each initial violation and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent violation (penalty amounts established by California Labor Code Section 2699(f)(2));

b. For violations of California Labor Code Section 1194-1197.1, one hundred dollars (\$100.00) for each aggrieved employee per pay period for each initial violation and two hundred dollars and fifty (\$250.00) for each aggrieved employee per pay period for each subsequent violation regardless of whether the initial violation is intentionally committed (penalty amounts established by

1 California Labor Code § 1197.1);

2 c. For violations of California Labor Code Sections 216, 221, 223 one hundred
3 dollars (\$100.00) for each aggrieved employee for each initial violation and two
4 hundred dollars (\$200.00) for each aggrieved employee for each subsequent or
5 willful violation (penalty amounts established by California Labor Code §
6 225.5);

7 d. For violations of California Labor Code Section 1174, five hundred dollars
8 (\$500.00) for each of Defendants' violations in addition to any other penalties or
9 fines permitted by law (penalty amounts established by California Labor Code §
10 1174.5);

11 e. For violations of California Labor Code Section 226, two hundred fifty dollars
12 (\$250.00) per employee for initial violation and one thousand dollars (\$1,000.00)
13 per employee for each subsequent violation (penalty amounts established by
14 California Labor Code Section 226.3);

15 f. For violations of California Labor Code Section 204, one hundred dollars (\$100.00)
16 per employee for initial violation and two hundred dollars (\$200.00) per employee
17 for each subsequent violation, plus 25 percent of the amount unlawfully withheld
18 (penalty amounts established by California Labor Code Section 210);

19 g. For violations of California Labor Code section 510, 511, 512, 551, 552 and,
20 Wage Order 1-2001 Sections 9, 11, and 12, fifty dollars (\$50.00) for each
21 aggrieved employee for each initial violation for pay period for which the
22 employee was underpaid in addition to an amount sufficient to recover unpaid
23 wages and one hundred dollars (\$100.00) for each underpaid employee for each
24 pay period for which the employee was underpaid in addition to an amount
25 sufficient to recover unpaid wages (penalty amounts established by California
26 Labor Code Section 558).

27 h. For violations of California Labor Code Section 558, fifty dollars (\$50.00) for
28 initial violation, fifty dollars (\$50.00) for each underpaid employee for each pay

1 period for which the employee was underpaid; for each subsequent violation, one
2 hundred dollars (\$100.00) for each underpaid employee for each pay period for
3 which the employee was underpaid (penalty amounts established by California
4 Labor Code Section 558).

5 112. Pursuant to California Labor Code Section 2699(g), Plaintiff, on behalf of the
6 Aggrieved Employees, is entitled to an award of reasonable attorneys' fees and costs.

7 **PRAYER FOR RELIEF**

8 Wherefore, Plaintiff on behalf of all aggrieved employees, prays for judgment against
9 Defendants as follows:

- 10 a. Civil penalties;
11 b. Other penalties and fines permitted by law;
12 c. Costs of suit;
13 d. Reasonable attorneys' fees;
14 e. Pre-judgment and post-judgment interest as provided by law; and
15 f. Such other and further relief as the Court deems just and proper.

16 DATED: March 24, 2026

BOYAMIAN LAW, INC.
SEZGIN KHOSADIAN LLP

18
19 By: 

Michael H. Boyamian
Arthur Sezgin
Alisa Khousadian
Attorneys for Plaintiff Gerardo Gonzalez, in
a Representative capacity, On Behalf of
Aggrieved Employees, and the General
Public

Exhibit “1”

October 31, 2025

Via Electronic Filing

California Labor & Workforce Development Agency (LWDA)
Attn: PAGA Administrator
800 Capitol Mall, MIC-55
Sacramento, California 95814

Via Certified U.S. Mail (Return Receipt Requested)

A & S Mold and Die Corp.
c/o CSC – Lawyers Incorporating Service
Agent for Service of Process
2710 Gateway Oaks Drive, Suite 150N
Sacramento, California 95833-3505

Human Resources Director
TMF Plastic Solutions, LLC
12127B Galena Road
Plano, Illinois 60545

Human Resources Director
TMF Polymers Solutions, Inc.
255 N. Valley Drive
Grants Pass, Oregon 97526

Re: Mr. Gerardo Gonzalez v. A & S Mold and Die Corp., et al.; PRIVATE ATTORNEYS GENERAL ACT

To Whom It May Concern:

Please be advised that our client, Mr. Gerardo Gonzalez (hereinafter “our client” or “Mr. Gonzalez”), seeks penalties on behalf of the State of California and all current and former California individuals and employees (hereinafter “aggrieved employees”) who worked for A & S Mold and Die Corp., TMF Plastic Solutions, LLC, and TMF Polymers Solutions, Inc. (hereinafter collectively referred to as “A & S Mold and Die”) during the relevant time period pursuant to California Labor Code Section 2698 et. seq., the California Labor Code Private Attorneys General Act of 2004 (“PAGA”). The purpose of this letter is to comply with the statutory requirements of California Labor Code Section 2699.3 and shall constitute notice of the same.

The abovenamed entities are an “integrated enterprise” under the law. The integrated enterprise test sets forth four factors for assessing whether two entities are considered a single entity for purposes of liability: (1) interrelation of operations; (2) common management; (3) centralized control of labor relations; and (4) common ownership or financial control. Even though one does not have to show proof of all factors to prevail on an integrated enterprise claim, here all four factors are met as all three entities have similar ownership and management. Furthermore, there is centralized control of labor relations and there is interrelation of operations.

Mr. Gonzalez was employed by A & S Mold and Die as a Mechanic beginning in or around 2000 and continuing through the time of his separation in or around October 2025. Mr. Gonzalez was generally considered a full-time, non-exempt employee who earned approximately \$40.00 per hour at the time of his separation. Mr. Gonzalez and other similarly situated aggrieved employees were seemingly paid weekly.

It is our position A & S Mold and Die violated the following California Labor Code Sections with regard to Mr. Gonzalez and other similarly situated aggrieved employees:

I. Failure to Provide Meal & Rest Periods

A & S Mold and Die violated California *Labor Code* §§ 512 and 226.7, as well as Industrial Welfare Commission (“IWC”) Wage Order No. 1, because it failed to provide Mr. Gonzalez and other similarly situated aggrieved employees a thirty-minute, uninterrupted meal period per day for every five (5) hours of work. As ownership and/or management are aware, A & S Mold and Die either failed to provide Mr. Gonzalez and other similarly situated aggrieved employees a meal period entirely, or it did not provide meal periods that were timely, complete, and uninterrupted.

A & S Mold and Die did not duly compensate Mr. Gonzalez and other similarly situated aggrieved employees one additional hour of pay at the regular rate of compensation for each workday when one or more statutory meal periods was either untimely, incomplete, and/or interrupted, or not provided entirely.

A & S Mold and Die also violated California *Labor Code* § 226.7 and IWC Wage Order No. 1, because it failed to provide Mr. Gonzalez and other similarly situated aggrieved employees with ten-minute rest periods for every four hours of work, or majority portion thereof, instead only providing one statutory rest period. A & S Mold and Die did not pay Mr. Gonzalez and other similarly situated aggrieved employees one additional hour of pay at the regular rate of compensation for each workday when one or more statutory rest periods was not Code-compliant. It was not company policy and/or not part of the company culture for employees such as Mr. Gonzalez and other similarly situated aggrieved employees to take Code-compliant rest breaks. It was the normal practice and custom of A & S Mold and Die not to authorize, permit, and/or enforce Code-compliant rest periods.

Notably, to the extent A & S Mold and Die paid meal or rest period premiums for missed, untimely, incomplete, and/or interrupted meal or rest periods, it would be inconsequential and immaterial for PAGA purposes. In *Kirby v. Immoos Fire Protection, Inc.*, the Court stated, “Section 226.7 does not give employers a lawful choice between providing *either* meal and rest breaks *or* an additional hour of pay.” See *Kirby v. Immoos Fire Protection, Inc.*, (2012) 53 Cal.4th 1244, 1256. Thus, the extra hour of pay does not excuse the violation – the employer has still committed a violation even if the remedy for the violation has been paid. See *Wert v. U.S. Bancorp*, (S.D. Cal. Mar. 22, 2016, 2016 WL 1110302 at *4).

II. Failure to Pay Minimum & Overtime Wages

In further violation of the California Labor Code, by virtue of its failure to provide Mr. Gonzalez and other similarly situated aggrieved employees uninterrupted meal periods, i.e., during a period of time they were clocked out, *not* being compensated, yet required to work, A & S Mold

and Die failed to compensate Mr. Gonzalez and other similarly situated aggrieved employees with the minimum wages to which they were entitled for work performed and, as such, did not compensate Mr. Gonzalez and other similarly situated aggrieved employees for all hours worked at the minimum wage rate pursuant to California *Labor Code* §§ 1194, 1197, and 1197.1.

As a further result of its requirement for Mr. Gonzalez and other similarly situated aggrieved employees to work off the clock, A & S Mold and Die also violated California *Labor Code* § 510, because it failed to compensate Mr. Gonzalez and other similarly situated aggrieved employees overtime compensation, even though they worked more than 8 hours per day, 12 hours per day, and/or 40 hours per week. Mr. Gonzalez and other similarly situated aggrieved employees' actual work hours entitled them to overtime compensation (daily and/or weekly). However, they were not paid accurately and fully for their overtime hours. Moreover, any incentive and/or bonus payments were not included in calculating Mr. Gonzalez and others' regular rate of pay for purposes of determining their correct overtime rate of pay.

A & S Mold and Die was in *further* violation of California *Labor Code* § 510 as a result of its unlawful implementation of an alternative workweek schedule, i.e., ten (10) hours of work per day, four (4) days per week, during the relevant time period, which resulted in Mr. Gonzalez and other similarly situated aggrieved employees working overtime hours on a daily basis while only receiving their *regular* hourly rate of pay for the overtime hours worked.

In order to have lawfully implemented an alternative workweek schedule, *before* having done so, A & S Mold and Die needed to follow the "Election Procedures" as expressly provided for by the applicable Industrial Welfare Commission Wage Order and California Code of Regulations ("CCR"). Pursuant to Industrial Welfare Commission, Wage Order No. 1, Section 3(C)(2), "In order to be valid, the proposed alternative workweek schedule must be adopted in a secret ballot election, before the performance of work, by at least a two-thirds (2/3) vote of the affected employees in the work unit. The election shall be held during regular working hours at the employees' work site." *See* IWC, Wage Order No. 1, Section 3(C)(2); *see also* CCR § 11170.

However, as discussed herein, before implementing its alternative workweek schedule, A & S Mold and Die failed to obtain the necessary approval as contemplated and required by Wage Order No. 1, Section 3(C)(2) and CCR Section 11170, thereby making the alternative workweek schedule and resultant failure to compensate overtime wages unlawful.

III. Failure to Timely Pay Wages During Employment

As a further result of the above violations, A & S Mold and Die failed to compensate Mr. Gonzalez and other similarly situated aggrieved employees all wages due to them within any time period specified by California *Labor Code* § 204.

IV. Failure to Indemnify for Work-Related Expenses

During the relevant time period, Mr. Gonzalez and other similarly situated aggrieved employees also incurred necessary, business-related expenses and costs that were not reimbursed by A & S Mold and Die. These costs include, but are not limited to the requirement to use a cellular phone for the direct benefit of A & S Mold and Die, and the need to purchase certain tools.

However, despite requiring Mr. Gonzalez and other similarly situated aggrieved employees to incur business-related costs and expenses for its direct benefit, A & S Mold and Die did not duly reimburse them. Accordingly, A & S Mold and Die was in violation of California *Labor Code* §§ 2800 and 2802.

V. Failure to Provide Accurate Itemized Wage Statements

A & S Mold and Die was also in violation of California *Labor Code* § 226(a) by failing to timely provide and/or include pertinent information on Mr. Gonzalez and other similarly situated aggrieved employees' wage statements including, but not limited to the name and address of the legal entity that is the employer, all hours worked (regular and overtime), gross wages earned, net wages earned, all applicable hourly rates, all deductions, premium pay for missed, untimely, incomplete, and/or interrupted meal and rest periods, and what should have been reimbursement for business-related expenses incurred, among other information.

VI. Failure to Maintain Accurate Records

During the relevant time period, A & S Mold and Die also failed to keep accurate and complete payroll records showing the actual hours worked per day and the wages paid to Mr. Gonzalez and other similarly situated aggrieved employees pursuant to California *Labor Code* § 1174(d).

VII. Failure to Timely Pay Final Wages

A & S Mold and Die also violated California *Labor Code* § 203 because it willfully failed to pay to Mr. Gonzalez other similarly situated aggrieved employees earned and due wages upon separation of employment, either immediately upon involuntary termination, or within 72 hours of resignation. These earned but unpaid wages include, but are not limited to minimum wages, overtime compensation, premium pay for missed, untimely, incomplete, and/or interrupted meal and rest periods, and reimbursement for the work-related expenses incurred.

VIII. Additional Violations

Furthermore, we believe A & S Mold and Die violated California *Labor Code* § 558 and engaged in business practices which violated California *Bus. & Prof. Code* §§ 17200 et seq.

IX. Conclusion

Please take notice that, based upon the abovementioned violations, and in addition to the penalties provided by those specific sections themselves, Mr. Gonzalez also intends to seek penalties under the following California Labor Code Sections which themselves are inviolable but provide for recovery of penalties for violating one or more of the abovementioned California Labor Code Sections: California *Labor Code* §§ 558, 226.3, and 1197.1.

Should your agency choose not to pursue this matter, this law office intends to vigorously prosecute the aforementioned Labor Code violations on its behalf and vindicate the rights of all individuals and/or employees who have been subjected to these same Labor Code violations by A & S Mold and Die.

If you have any questions or require additional information regarding this matter, please do not hesitate to contact us. Thank you in advance for your time and attention to this matter.

Very truly yours,
SEZGIN KHOUSADIAN LLP

Arthur Sezgin

ARTHUR SEZGIN, ESQ.