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VIA ONLINE FILING

Labor and Workforce Development Agency  
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Sacramento, CA 95814  
PAGAfilings@dir.ca.gov

October 23, 2025

**Re: Olmedo v. Solar Optimum Inc. – PAGA NOTIFICATION**

Dear Representative:

## **I. INTRODUCTION**

My office represents Miriam Olmedo (“Ms. Olmedo”) with respect to her claims under the California Labor Code against Solar Optimum Inc. (“Employer”). Employer provides solar panel technology and service to consumers. Ms. Olmedo worked for Employer between May 2022 to November 2024 as a Customer Service Representative.

The purpose of this letter is to provide you with notification that Ms. Olmedo filed a claim against Employer with the Labor and Workforce Development Agency (“LWDA”). Ms. Olmedo is seeking penalties on behalf of herself, the State of California, similarly aggrieved current non-exempt employees, and similarly aggrieved former non-exempt employees (collectively “Aggrieved Employees”) of Employer. This letter is sent in compliance with California Labor Code §2699.3.

## **II. CALIFORNIA LAW CONCERNING THE PRIVATE ATTORNEY GENERALS ACT AND NOTIFICATION**

California law endows the LWDA with the power to “assess and collect civil penalties for specified violations of the Labor Code committed by an employer.” (*Caliber Bodyworks, Inc. v. Superior Court*, 36 Cal. Rptr. 3d 31, 33 (Cal. Ct. App. 2005).) To supplement government-initiated actions, California’s Private Attorney Generals Act (“PAGA”) also “authorizes aggrieved employees, acting as private attorneys general, to recover civil penalties from their employers for violations of the Labor Code.” (*Baumann v. Chase Inc. Serv. Corp.*, 747 F.3d 1117, 1119 (9th Cir. 2014); see also Cal. Lab. Code § 2699(a).) That process begins when an employee makes a complaint to the LWDA and sends notification of the complaint to the employer. This letter constitutes such notification.

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### **III. FACTUAL AND LEGAL BASIS FOR CLAIMS**

As described below and throughout this correspondence, Employer violated California wage and hour laws during Ms. Olmedo's and Aggrieved Employees' employment. Primarily, Employer failed to accurately track the hours worked and meal periods of Ms. Olmedo and Aggrieved Employees. This failure resulted in multiple violations of the Labor Code:

- Employer failed to pay Ms. Olmedo and Aggrieved Employees for all time worked, and thus, failed to pay minimum wage for those hours;
- Employer failed to pay Ms. Olmedo and Aggrieved Employees overtime pay. Ms. Olmedo and Aggrieved employees worked more than eight (8) hours in a day and/or more than forty (40) hours in a week, but they were not paid an overtime multiplier for any hours worked;
- Employer failed to provide Ms. Olmedo and Aggrieved Employees meal breaks. As a matter of policy, Employer did not allow, permit, and/or authorize Ms. Olmedo and Aggrieved Employees to take meal breaks before the completion of the fifth hour of shifts. Employer failed to pay Ms. Olmedo and Aggrieved Employees the requisite compensatory premiums for failing to provide compliant meal breaks;
- Employer failed to provide Ms. Olmedo and Aggrieved Employees rest breaks. As a matter of policy, Employer did not allow, permit, and/or authorize Ms. Olmedo and Aggrieved Employees to take rest breaks per four hours (or major fraction thereof) of work. Employer failed to pay Ms. Olmedo and Aggrieved Employees the requisite compensatory premiums for failing to provide compliant rest breaks;
- Employer failed to track Ms. Olmedo's and Aggrieved Employees' time worked. Defendant did not track employees start times, stop times, meal break start times, meal break end times, pay rates, or hours worked;
- Employer failed to provide accurate wage statements to Ms. Olmedo and Aggrieved Employees;
- Employer failed to provide all owed compensation to Ms. Olmedo and Aggrieved Employees at the end of each pay period; and
- Employer failed to pay all wages owed within the allotted legal time frame following separation of employment.

#### **A. MINIMUM WAGE VIOLATIONS**

Ms. Olmedo and Aggrieved Employees were not paid at all for some time worked. Employer's failure to pay any wages for this time worked resulted in a failure to pay California's minimum wage. Employer thus violated Wage Order No. 4 (Cal. Code Regs., tit. 8, § 11040(4)) and California Labor Code §§ 1194 and 1198.

Ms. Olmedo and Aggrieved Employees will therefore seek PAGA default penalties under California Labor Code § 2699(f); Wage Order Penalties pursuant to paragraph (20)(A) of Wage Order No. 4; penalties pursuant to California Labor Code §§ 558, 1194.2, 1197.1, and 1199; and attorney's fees and costs.

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**B. OVERTIME VIOLATIONS**

Ms. Olmedo and Aggrieved Employees were engaged, suffered, and/or permitted to work more than eight (8) hours per day and/or more than forty (40) hours in a week. However, Ms. Olmedo and Aggrieved Employees were not paid for overtime worked at the appropriate rate of one-and-one-half times their regular rate of compensation. Employer's conduct violated California Labor Code § 510.

Ms. Olmedo and Aggrieved Employees will therefore seek PAGA default penalties under California Labor Code § 2699(f); Wage Order penalties pursuant to paragraph (20)(A) of Wage Order No. 4; penalties pursuant to California Labor Code §§ 558, 1197.1, and 1199; and attorney's fees and costs.

**C. MEAL PERIOD VIOLATIONS**

Ms. Olmedo and Aggrieved Employees were required to work more than five hours per day, but were not provided, authorized, and/or permitted to take uninterrupted 30-minute meal periods before the completion of the fifth hour of their shifts. Meal periods that were afforded to Ms. Olmedo and Aggrieved Employees were regularly interrupted by Employer. Accordingly, Employer violated Wage Order No. 4 (Cal. Code Regs., tit. 8, § 11040 (11)(A)) and California Labor Code §§ 226.7(b), 512(a), and 1198.

Ms. Olmedo and Aggrieved Employees did not receive an hour of premium pay for the meal periods Employer failed to authorize and/or provide. Thus, Employer violated Wage Order No. 4 (Cal. Code Regs., tit. 8, § 11040 (11)(D)) and California Labor Code §§ 226.7(c) and 1198.

Ms. Olmedo and Aggrieved Employees will therefore seek PAGA default penalties under California Labor Code § 2699(f), Wage Order Penalties pursuant to paragraph (20)(A) of Wage Order No. 4, California Labor Code §§ 558 and 1199 penalties, and attorneys' fees and costs.

**D. REST PERIOD VIOLATIONS**

Ms. Olmedo and Aggrieved Employees were not provided, authorized, and/or permitted rest breaks when they worked shifts longer than four (4) hours or a major fraction thereof. Accordingly, Employer violated Wage Order No. 4 (Cal. Code Regs., tit. 8, § 11040 (12)(A)) and California Labor Code §§ 226.7(b) and 1198.

Ms. Olmedo and Aggrieved Employees did not receive one hour of premium pay for each rest period not provided, authorized, and/or permitted. Accordingly, Employer violated Wage Order No. 4 (Cal. Code Regs., tit. 8, § 11040 (12)) and California Labor Code §§ 226.7(c), and 1198.

Ms. Olmedo and Aggrieved Employees will therefore seek PAGA default penalties under California Labor Code § 2699(f), Wage Order Penalties pursuant to paragraph (20)(A) of Wage Order No. 4, California Labor Code §§ 558 and 1199 penalties, and attorneys' fees and costs.

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**E. WAGE STATEMENT VIOLATIONS**

Employer failed to provide Ms. Olmedo and Aggrieved Employees with accurate wage statements. The wage statements failed to accurately identify Ms. Olmedo's hours worked, compensation, and overtime worked. Accordingly, Employer violated California Labor Code §§ 226(a) and 1198.

Ms. Olmedo and Aggrieved Employees will therefore seek PAGA default penalties under California Labor Code § 2699(f), California Labor Code §§ 226(e), 226.3, and 1199 penalties, and attorney's fees and costs.

**F. RECORD KEEPING VIOLATIONS**

As explained above, significant and necessary information is missing from Employer's records concerning hours worked by and payments made to Ms. Olmedo and Aggrieved Employees. Employer does not have accurate records relating to Ms. Olmedo and Aggrieved Employees' work periods, meal periods, total daily hours worked, rates of pay, and/or total hours worked per payroll period. Accordingly, Employer violated Wage Order No. 4 (Cal. Code Regs., tit. 8, § 11040 (7)(A)) and California Labor Code §§ 1198 and 1174(d).

Ms. Olmedo and Aggrieved Employees will therefore seek PAGA default penalties under California Labor Code § 2699(f), Wage Order Penalties pursuant to paragraph (20)(A) of Wage Order No. 4, California Labor Code §§ 1174.5 and 1199 penalties, and attorney's fees and costs.

**G. TIMING OF PAYMENTS DURING EMPLOYMENT VIOLATIONS**

As to each pay period, Ms. Olmedo and Aggrieved Employees were not paid the wages owed (including, but not limited to, overtime, minimum wages, and meal period premiums, as described above). Accordingly, Employer violated California Labor Code § 204(a).

Ms. Olmedo and Aggrieved Employees will therefore seek PAGA default penalties under California Labor Code § 2699(f), California Labor Code §§ 210 and 1199 penalties, and attorney's fees and costs.

**H. PAYMENTS POST SEPARATION VIOLATIONS**

Employer willfully failed to promptly pay Ms. Olmedo and Aggrieved Employees all wages owed at the time of termination of employment or any time thereafter. As described above, employer failed to pay all wages during Aggrieved Employees' employment and did not furnish those wages at the time of separation. Accordingly, Employer violated California Labor Code §§ 201-203.

Ms. Olmedo and Aggrieved Employees will therefore seek PAGA default penalties under California Labor Code § 2699(f), California Labor Code §§ 203 and 1199 penalties, and attorney's fees and costs.

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Thank you for your attention to these matters.

Sincerely,

Hunter S, Matos, Esq.

A handwritten signature in black ink, appearing to read 'H. Matos', with a stylized flourish at the end.

**Notice provided to Employer via Certified Mail**

Arnou Aghamalian, Chief Executive Officer  
Solar Optimum Inc.  
1833 S Victory Blvd  
Glendale, CA 91201