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Via Online Submission
California Labor and Workforce Development Agency
Private Attorneys General Act – Filing

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Via Certified Mail
Vomar Products, Inc.
Paul Van Ostrand, Registered Agent for Service of Process
7800 Deering Ave.
Canoga Park, CA 91304

Re: ***Aaron D. Meziere v. Vomar Products, Inc., et al.***

Dear California Labor and Workforce Development Agency and Vomar Products, Inc.:

Please be advised that Manahan O'Dell LLP represents Aaron David Meziere ("Mr. Meziere") in claims arising from his employment with Vomar Products, Inc., and DOES 1 through 100, inclusive ("Defendants"). Mr. Meziere is an "aggrieved employee" within the meaning of Labor Code § 2699.3 as to all of the violations alleged herein. For purposes of this letter, "aggrieved employees" includes all of Defendants' employees who worked for Defendants in California during the one year immediately preceding the date of this letter through the present.

Mr. Meziere intends to seek injunctive relief and penalties, on behalf of himself and all other aggrieved employees, against Defendants pursuant to the Private Attorneys General Act of 2004, Labor Code §§ 2698 *et seq.* This correspondence serves as Mr. Meziere's written notice by online filing with the Labor and Workforce Development Agency ("LWDA") and by certified mail to Defendants of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations, as required by Labor Code § 2699.3.

Specific Provisions of the Labor Code Alleged to Have Been Violated

Mr. Meziere alleges Defendants have violated Labor Code §§ 201-204, 206, 210, 221, 223, 224, 226, 226.3, 226.7, 510, 511, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 1771, 1774, 1776, 1811, 1815, 2800, 2802, 2804, and 2810.3, and Industrial Welfare Commission Wage Order No. 16 ("Wage Order 16").

Facts and Theories Supporting the Alleged Violations

Defendants did (and do) business as a contractor engaged in the administration, installation, and manufacture of architectural graphic programs and signage systems. Defendants employed Mr. Meziere in the non-exempt position of "Sign Installer" (or other similarly titled position) from approximately March 2025 through September 2025. Mr. Meziere's primary job duties included general construction labor, such as installing signs on private and public works projects and foreman duties. Defendants paid Mr. Meziere different base rates of $28/hour (shop rate) or $38/hour (jobsite rate). According to the California Department of Industrial Relations, Defendants are a licensed public works contractor. However, upon information and belief, Defendants failed to pay Mr. Meziere prevailing wages for the hours he worked on public works projects.

Defendants' practices and policies deprived Mr. Meziere and other aggrieved employees of minimum, overtime, and prevailing wages. Defendants required Mr. Meziere and other aggrieved employees to complete work-related tasks off the clock, such as donning and doffing personal protective equipment, communicating with Defendants' management and supervisors, working through meal periods as a result of work demands (including but not limited to travel time to obtain potable water which Defendants failed to provide to Mr. Meziere and other aggrieved employees who worked on jobsites in violation of Labor Code §§ 1198 and 2441 and IWC Wage Order 16-2001). Due to Defendants' timekeeping policies/practices that fail to compensate for all hours worked, Mr. Meziere and other aggrieved employees were not compensated for all required minimum, overtime, and prevailing wages.

Defendants failed to provide Mr. Meziere and other aggrieved employees with all legally compliant meal periods due to Defendants' meal period policies/practices, which have resulted in late (commencing after the fifth hour of work), short (less than 30 minutes), and/or missed meal periods. Specifically, Mr. Meziere and other aggrieved employees would frequently miss their meal periods due to work demands and understaffing. In addition, on those occasions when Mr. Meziere and other aggrieved employees were able to take a meal period, Mr. Meziere and other aggrieved employees were unable to commence their meal periods until after the completion of five hours of work due to work demands and understaffing. Mr. Meziere's meal periods were also cut short as Mr. Meziere and other aggrieved employees were regularly interrupted with emergent work issues and expected to respond during their meal periods. Further, for at least a portion of the relevant time period, Defendants failed to provide Mr. Meziere and other aggrieved employees who worked on jobsites with potable water, causing Mr. Meziere and other aggrieved employees to spend time obtaining potable water during their meal periods. On occasions when Mr. Meziere and other aggrieved employees were provided meal periods, Defendants required Mr. Meziere and other aggrieved employees to keep a cellular phone on their person to communicate with their supervisors as well as clients and third-party vendors at all times, in violation of *Augustus v. ABM Security Svcs., Inc.* (2016) 2 Cal.5th 257. *Id.*, at 269 ("[O]ne cannot square the practice of compelling employees to remain at the ready, **tethered by time and policy to particular…communications devices**, with the requirement to relieve employees of all work duties and employer control.") (emphasis added). As such, Defendants failed to relinquish control over how Mr. Meziere and other aggrieved employees spent their meal periods. As a result of Defendants' meal period practices and policies, Mr. Meziere and other aggrieved employees were not provided with all lawful meal periods to which they were entitled. On occasions when Mr. Meziere and other aggrieved employees were not provided with all lawful meal periods to which they were entitled, Defendants failed to pay Mr. Meziere and other aggrieved employees an additional hour of premium pay at the regular rate of pay for each workday in which a meal period violation occurred, as required by Labor Code § 226.7. Upon information and belief, for at least a portion of the relevant time period, Defendants failed to maintain any pay code or other mechanism for the payment of meal period premiums when they failed to authorize and permit Mr. Meziere with legally compliant meal periods.

Mr. Meziere and other aggrieved employees were not authorized and permitted to take a duty free, ten-minute rest period for every 4 hours worked (or major fraction thereof) due to Defendants' rest period policies/practices. Specifically, Defendants did not authorize and permit any duty-free rest periods regardless of shift length. Due to work demands, Defendants frequently told Mr. Meziere he could not take a rest period. Further, even if Mr. Meziere and other aggrieved employees were ever able to take a rest period, which Mr. Meziere alleges they were not, Defendants required Mr. Meziere and other aggrieved employees to carry and be responsive to their cellular phones at all times while on duty in violation of *Augustus*. *Id.*, 2 Cal.5th at 269 ("[O]ne cannot square the practice of compelling employees to remain at the ready, **tethered by time and policy to particular…communications devices**, with the requirement to relieve employees of all work duties and employer control during 10-minute rest periods.") (emphasis added). As such, Defendants failed to relinquish control over how Mr. Meziere and other aggrieved employees spent their rest periods. Further, Defendants failed to implement a compliant recovery period policy or practice. Specifically, access to shade and recovery periods were not sufficiently provided to Mr. Meziere and other aggrieved employees who performed construction work outdoors for Defendants during extremely hot days, especially during the summer. Consequently, Mr. Meziere and other aggrieved employees did not receive paid recovery periods and did not receive compensation in lieu thereof. As a result of Defendants' rest period practices and policies, Mr. Meziere and other aggrieved employees were not provided with all lawful rest periods to which they were entitled. On occasions when Mr. Meziere and other aggrieved employees were not provided with all lawful rest periods to which they were entitled, Defendants failed to pay Mr. Meziere and other aggrieved employees an additional hour of premium pay at the regular rate of pay for each workday in which a rest period violation occurred, as required by Labor Code § 226.7. Upon information and belief, for at least a portion of the relevant time period, Defendants failed to maintain any pay code or other mechanism for the payment of rest period premiums when they failed to authorize and permit Mr. Meziere with legally compliant rest periods.

Defendants also required Mr. Meziere and other aggrieved employees to provide their own supplies necessary to perform their job duties without reimbursing them for these necessary business expenses. Specifically, Defendants required Mr. Meziere and other aggrieved employees to use their personal cell phones to communicate throughout the day with supervisors about their work duties and to use their Wi-Fi hotspot to connect to Defendants' work tablet. Additionally, Defendants required Mr. Meziere and other aggrieved employees to purchase tools and equipment necessary for their jobs, including drills, etc. Upon information and belief, Defendants never reimbursed Mr. Meziere and other aggrieved employees for a reasonable portion of their cellular phone expenses or the full cost of the tools and equipment necessary to perform their jobs, as mandated by *Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th 1137, and Labor

Code § 2802.

As a result of Defendants' failure to pay minimum wages, overtime wages, double-time wages and prevailing wages, and meal and rest period premium wages owed, Defendants also maintained inaccurate payroll records, issued inaccurate wage statements to Mr. Meziere and other aggrieved employees, and failed to pay all final wages owed to Mr. Meziere and other aggrieved employees upon their respective separations from employment.

Minimum Wage Violations

Wage Order 16, § 4 and California Labor Code §§ 1197 and 1182.12 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest accrued thereon. Further, California Labor Code §§ 1771 and 1774 require contractors and subcontractors on public works projects to pay their workers no less than the specified general prevailing rate of wages. These prevailing wage rates are determined by the California Department of Industrial Relations and include a basic hourly rate plus fringe benefits, and they must be paid for all hours worked on the project. Defendants failed to conform their pay practices to the requirements of the law by failing to pay Mr. Meziere and other aggrieved employees for all hours worked on private jobs and public works projects, including, but not limited to, all hours they were subject to the control of Defendants and/or suffered or permitted to work under the California Labor Code and Wage Order 16.

Overtime Wage Violations

Defendants were required to properly pay Mr. Meziere and other aggrieved employees for all overtime hours worked pursuant to California Labor Code § 1194 and Wage Order 16. Wage Order 16, § 3 requires an employer to pay an employee "one and one-half (1½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours" per workday and/or in excess of 40 hours of work in the workweek. California Labor Code §§ 1811 and 1815 allows for work on public works projects to exceed 8 hours a day and 40 hours a week, but requires that any hours worked beyond these limits must be compensated at a rate of not less than 1.5 times the regular rate of pay. Wage Order 16, § 3 also requires an employer to pay an employee double the employee's regular rate of pay for work in excess of twelve hours each workday and/or for work in excess of eight hours on the seventh consecutive day of work in the workweek. Defendants caused Mr. Meziere and other aggrieved employees to work overtime hours on private jobs and public works projects but did not compensate Mr. Meziere or other aggrieved employees at one and one-half times their regular rate of pay for all such hours.

Meal Period Violations

As alleged above, Defendants failed to provide Mr. Meziere and other aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 16, § 11. As a result, Mr. Meziere and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal or rest or recovery period in accordance with … [an] order of the Industrial Welfare Commission … the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.")

Rest Period Violations

As described above, Defendants also failed to authorize and permit Mr. Meziere and other aggrieved employees to take all required and compliant rest periods. *See* Labor Code §§ 226.7, 516, and 558; Wage Order 16, § 12. As a result, Mr. Meziere and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that all rest periods were not authorized and permitted. *See* Labor Code § 226.7.

Failure to Reimburse Necessary Business Expenses

Defendants failed to indemnify Mr. Meziere and other aggrieved employees for all necessary business expenses incurred, including, among other things, for the use of their personal cellular phones and tools and equipment necessary to perform their jobs. As a proximate result of Defendants' policies and/or practices in violation of Labor Code §§ 2802 and 2804, Mr. Meziere and other aggrieved employees are entitled to damages, attorneys' fees and costs of suit, and interest thereon, in sums to be shown according to proof at trial, pursuant to Labor Code § 2802.

Wage Statement Violations

Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Mr. Meziere and other aggrieved employees with complete and accurate wage statements with respect to gross wages earned, total hours worked, net wages earned, all applicable hourly rates in effect during the pay period, the corresponding number of hours worked at each hourly rate by the employee, and the correct name of the employer, in violation of Labor Code § 226 *et seq*. Defendants' failures in furnishing Mr. Meziere and other aggrieved employees with complete and accurate itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all overtime, minimum, double-time, and prevailing wages as well as meal and rest period premium wages and deprived them of the information necessary to identify the discrepancies in Defendants' reported data and whether they have been paid all wages earned.

Waiting Time Penalties

Labor Code §§ 201-203 require an employer to pay all wages earned immediately at the time of separation of employment in the event the employer discharges the employee, or if the employee provides at least 72 hours of notice of his/her intent to quit. In the event the employee provides less than 72 hours of his/her intent to quit, said employee's wages become due and payable no later than 72 hours upon said employee's last date of employment. Defendants failed to timely pay Mr. Meziere and other aggrieved employees all final wages due to them at the time of their separation, which includes, among other things, minimum, overtime, double-time and prevailing wages and meal and rest period premium wages. Further, as a matter of uniform policy and practice, Defendants continue to fail to pay aggrieved employees all earned wages at the end of employment in a timely manner pursuant to Labor Code §§ 201-203. Defendants' failure to pay all final wages was willful within the meaning of Labor Code §203. Defendants' willful failure to timely pay Mr. Meziere and other aggrieved employees their earned wages upon separation from employment, results in a continued payment of wages up to thirty (30) days from the time the wages were due.

As an "aggrieved employee", Mr. Meziere will initiate a civil action on behalf of himself and other aggrieved employees to recover damages, statutory penalties, public injunctive relief, and civil penalties resulting from the wage and hour violations alleged herein. Based on Mr. Meziere's own investigation, and on information and belief, Defendants committed and continue to commit the following Labor Code violations:

a. Failing to pay Mr. Meziere and other aggrieved employees the statutory minimum wage for all hours worked in violation of Labor Code §§ 1182.12, 1194, 1194.2, and 1197;

b. Failing to pay Mr. Meziere and other aggrieved employees the statutory prevailing wage for all hours worked on public works projects in violation of Labor Code §§ 1182.12, 1771, 1774, 1194, 1194.2, and 1197;

c. Failing to pay Mr. Meziere and other aggrieved employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;

d. Failing to pay Mr. Meziere and other aggrieved employees all earned overtime compensation for worked performed on public works projects in violation of Labor Code §§ 204, 510, 558, 1194, 1198, 1811, and 1815;

e. Failing to provide Mr. Meziere and other aggrieved employees all legally required meal periods, and failure to pay meal period premium wages to Mr. Meziere and other aggrieved employees at their regular rate of pay, in violation of Labor Code §§ 226.7, 512, and 558;

f. Failing to authorize and permit Mr. Meziere and other aggrieved employees to take all lawful rest periods to which they are entitled, and failing to pay rest period premium wages to Mr. Meziere and other aggrieved employees at their regular rate of pay, in violation of Labor Code §§ 226.7, 516, and 558;

g. Failing to reimburse Mr. Meziere and other aggrieved employees for all work-related expenses incurred in violation of Labor Code §§ 2802 and 2804;

h. Failing to furnish Mr. Meziere and other aggrieved employees with complete, accurate, itemized wage statements, in violation of Labor Code § 226;

i. Failing to maintain accurate records on behalf of Mr. Meziere and other aggrieved employees, in violation of Labor Code §§ 558, 1174, and 1776; and

j. Failing to pay Mr. Meziere and other aggrieved employees all earned wages at least twice during each calendar month, in violation of Labor Code § 204.

Pursuant to Labor Code § 2699.3, please notify us and Defendants if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,

MANAHAN O'DELL LLP

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