

October 14, 2025

VIA ONLINE SUBMISSION

California Labor and Workforce Development Agency
Attn: PAGA Administrator

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

Agent for Service of Process for Latham Pool Products, Inc.:
CSC – Lawyers Incorporating Service
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

Re: Raúl Guzman and Jose Gutierrez v. Latham Pool Products, Inc.

Dear Labor and Workforce Development Agency and Latham Pool Products, Inc.:

This letter shall serve as Raúl Guzman and Jose Gutierrez’s (“Plaintiffs”) written notice as required by California Labor Code 2699.3(a)(1) of the specific provisions of the Labor Code allegedly violated by Latham Pool Products, Inc. (“Latham”), including the facts and theories to support the alleged violations. Plaintiffs intend to seek civil penalties against Latham under the Private Attorneys General Act of 2004 (“PAGA”) on their own behalf and on behalf of all other non-exempt employees currently or formerly employed by Latham in California during the statutory period (“Aggrieved Employees”). Plaintiffs are informed and believe, and based thereon allege, that there are at least 100 Aggrieved Employees in the statutory period.

Labor Code Provisions Alleged to Have Been Violated

Plaintiffs allege Latham violated the following Labor Code provisions: Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198.

Facts and Theories Supporting Each Alleged Violation

Plaintiff Raúl Guzman is a California resident and was employed by Defendants in Williams, California as a non-exempt production supervisor from approximately April 1994 to approximately August 2025.

Plaintiff Jose Gutierrez is a California resident and was employed by Defendants in Williams, California as a non-exempt truck driver from approximately December 2019 to approximately January 2025.

Minimum and Overtime Wages

Throughout the statutory period, Latham failed to pay Plaintiffs and other Aggrieved Employees at least the legal minimum wage and overtime wage for all hours worked due to Latham’s policy and practice of rounding Plaintiffs’ and other Aggrieved Employees’ accurate time punches. Further, Plaintiffs and other Aggrieved Employees received nondiscretionary bonuses which Latham failed to include in the regular rate of pay when paying overtime and sick wages. As a result, Latham failed to pay Plaintiffs and other Aggrieved Employees for all minimum, straight time, and overtime wages due in violation of Labor Code §§ 246, 510, 558,

1194, 1194.2, 1197, 1197.1, and 1198.

Meal Periods

Throughout the statutory period, Latham failed to provide Plaintiffs and other Aggrieved Employees with 30-minute meal periods for every 5 hours worked as required by Labor Code § 512. Plaintiffs and other Aggrieved Employees frequently worked shifts over five hours and did not receive lawful meal periods because they were discouraged from taking meal periods, were interrupted during their meal periods, were required to remain on call during meal periods, and/or were not scheduled to be relieved at the appropriate intervals to receive all lawful meal periods, among other reasons. Latham failed to pay Plaintiffs and other Aggrieved Employees an additional hour of pay at their regular rate of pay when they suffered a meal period violation. As a result, Latham failed to provide meal periods and pay meal period premiums in violation of Labor Code §§ 226.7 and 512.

Rest Periods

Throughout the statutory period, Latham failed to authorize and permit Plaintiffs and other Aggrieved Employees to take 10-minute rest periods for every 4 hours worked or major fraction thereof. Plaintiffs and other Aggrieved Employees were required and/or incentivized to work through their rest periods, discouraged from taking their rest periods, required to remain on call during their rest periods, and/or were not relieved of all duties in order to take all rest periods. Latham failed to pay Plaintiffs and other Aggrieved Employees an additional hour of pay at their regular rate of pay when they suffered a rest period violation. As a result, Latham failed to permit rest periods and pay rest period premiums in violation of Labor Code § 226.7.

Wage Statements

Due to Latham's wage, meal period, rest period, and deduction violations as alleged above, Latham failed to provide Plaintiffs and other Aggrieved Employees with accurate, itemized wage statements that accurately reported gross wages earned, total hours worked, net wages earned, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate in violation of Labor Code § 226. This failure was knowing and intentional.

Timing of Wage Payments

Due to Latham's wage, meal period, rest period, and deduction violations as alleged above, Latham failed to pay all wages due during Plaintiffs' and other Aggrieved Employees' employment and at the end of their employment in violation of Labor Code §§ 201, 202, 203, 204, and 210. This failure was willful and intentional.

Recordkeeping

Due to Latham's wage, meal period, rest period, and deduction violations as alleged above, Latham failed to maintain accurate and complete records showing the hours worked each day by Plaintiffs and other Aggrieved Employees in violation of Labor Code §§ 1174 and 1174.5.

Based on these violations, Plaintiffs seek civil penalties, injunctive relief, and attorneys' fees and costs under PAGA. Enclosed and incorporated herein is the class action complaint. Plaintiffs will be filing on behalf of themselves and all other Aggrieved Employees against Latham. Plaintiffs intend to amend the complaint to add a cause of action under PAGA 65 days



after the date of this notice pursuant to Labor Code § 2699.3(a)(2)(A).

Thank you for your assistance on this matter. Should you have any questions or comments, please do not hesitate to contact the undersigned.

Sincerely,
ABRAMSON LABOR GROUP

A handwritten signature in blue ink, appearing to read "Fawn F. Bekam", written in a cursive style.

Fawn F. Bekam

Enclosure: Class Action Complaint