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December 26, 2025

VIA E-FILING

California Labor & Workforce Development Agency
Attn. PAGA Administrator
800 Capitol Mall, MIC-55
Sacramento, California 95814

**Re: *Thomas Rojas Lopez v. Electro-Tech Machining, Inc., et al.*,
LWDA Case No. LWDA-CM-1140380-25**
Response to Lopez's Private Attorneys General Act of 2004 ("PAGA") Letter

To Whom It May Concern:

We are in receipt of Tomas Rojas Lopez's letter (incorrectly named as Thomas Rojas Lopez in the letter) to the Labor Workforce Development Agency ("LWDA") of December 1, 2025, wherein he alleges wage and hour claims against his former employer Electro-Tech Machining, Inc. ("ETM"). This office represents ETM and we respectfully request that the LWDA direct all future correspondence regarding this matter to us.

ETM denies all of the allegations in Lopez's letter and hereby provides notice of ETM's "cure" notice of purported labor code violations.

- 1) Cure of Alleged Violations of Labor Code Sections 204, 510, 1194, 1197, and 1198 – Failure to Pay for All Hours Worked Including Minimum, Straight, and Overtime Wages.** Lopez was employed by KBR for seven years from January 29, 2018 through October 24, 2025, as a Machinist. KBR terminated Lopez after his month-long unexcused absences from work and for his repeated failure to respond to KBR's communications. Now, Lopez alleges that ETM failed to pay him for all hours worked, including minimum wage in violation of California Labor Code sections 1194 and 1197.1, and failed to pay him overtime and double time according to California Labor Code sections 510 and 1198. Not so.

As a preliminary matter, Lopez's hourly rate was well over California's minimum wage of \$16.50 per hour. Indeed, Lopez' final rate of pay was \$46.00 per hour in October of 2025. Further, at all

relevant times, ETM compensated Lopez and other similarly situated employees for all hours worked at the correct rate of pay, including minimum, regular, overtime, and double time wages, as required by applicable law.

- 2) **Cure of Alleged Violations of Labor Code Sections 226.7 and Wage Orders – Failure to Provide Meal and Rest Periods.** Lopez alleges that he and other allegedly aggrieved employees were required to work instead of taking compliant meal and rest breaks. This is false.

As stated above, Lopez and other ETM employees were paid all minimum and overtime wages, and were provided with compliant meal and rest breaks. Further, at all relevant times, ETM maintained a compliant meal and rest break policy in its employee handbook—which Lopez acknowledged in 2018 and 2021. ETM employees are paid for 10-minute rest breaks for every four hours worked, or major fraction thereof, and are explicitly allowed to leave the premises. In addition, ETM employees are required to take a 30-minute meal period every five hours. Not only does ETM post meal and break times for employees to reference (communicating clearly what time each employee is scheduled for breaks), it has a bell system to signal the start of each meal break.

ETM provided Lopez and other employees with compliant meal and rest periods, or premium compensation in lieu thereof, as required by applicable law.

- 3) **Cure of Alleged Violations of Labor Code Sections 204.** Lopez alleges that he and other allegedly aggrieved employees were not timely paid twice a month due to ETM’s alleged failure to pay employees all wages owed. Not so.

At all relevant times, ETM paid employees including Lopez on a biweekly payroll schedule, and all wages were paid within seven calendar days following the close of each payroll period. Lopez cannot state a claim, either on behalf of himself or others, under Labor Code § 204, because ETM’s pay schedule complies with the requirements. (See Lab. Code § 204(d) [“The requirements of this section shall be deemed satisfied by the payment of wages for weekly . . . payroll if the wages are paid not more than seven calendar days following the close of the payroll period.”].)

- 4) **Cure of Alleged Violations of Labor Code Sections 201, 202, 203.** Lopez alleges that he and other allegedly aggrieved employees were not timely upon termination due to ETM’s alleged failure to pay employees all wages owed. This is also incorrect.

At all relevant times, ETM provided Lopez and all employees with timely pay upon discharge in accordance with California Labor Code sections 201, 202, and 203, or provided waiting time penalties as applicable. Thus, Lopez cannot state a claim for failure to timely pay wages upon discharge, either on behalf of himself or others. Because all wages and other compensation were paid when due, Lopez cannot state a claim for failure to pay wages when due under California Labor Code sections 201, 202, or 203 either on behalf of himself or others.

- 5) **Cure of Alleged Violations of Labor Code Section 2802.** Lopez alleges that he and other allegedly aggrieved employees were required to use their personal cell phones for work related purposes and required to pay “out-of-pocket for necessary employment related-expenses.” False.

At all relevant times, ETM reimbursed employees for all necessary expenditures and reasonable costs incurred in the course of doing their jobs. To be reimbursed, employees only need to submit expense reports to their manager for approval, with documentation to substantiate their requests. Because Lopez was reimbursed for all “necessary expenditures” while working for ETM, he cannot state a claim for failure to reimburse under California Labor Code § 2802.

- 6) **Cure of Alleged Violations of Labor Code Sections 226(a), 226.3, 1174(d), and 1198 – Failure to Maintain Accurate Employment Records.** Lopez alleges “upon information and belief” that ETM has failed to keep accurate and complete payroll records. Also false.

As stated above, because Lopez received all minimum wages, overtime wages, and meal and rest periods as described above, Lopez received compliant pay records. At all relevant times, ETM provided Lopez and all employees with biweekly wage statements containing all of the information required by California Labor Code section 226(a). Thus, Lopez cannot state a claim for failure to provide compliant wage statements, either on behalf of himself or others. Lopez’ wage statements include all hours worked, applicable hourly rates and the number of hours worked at each rate, itemized deductions, employee identification number, ETM’s full legal name and address, and the inclusive dates of each pay period. At all relevant times, ETM provided Lopez and other employees with sick leave in accordance with California Labor Code section 246, as well as a method to track accrual of such sick leave.

These facts fail to support the conclusion that ETM willfully failed to maintain accurate employment records for Lopez and Lopez cannot state a claim, either on behalf of himself or others, for alleged violations of California Labor Code sections 226(a), 1174(d), and 1198.

As a result of ETM’s compliant practices and this “cure” notice of alleged labor code violations, Lopez is not entitled to civil penalties under California Labor Code section 558(a).

As separate matter, Lopez’s allegations set forth below are woefully insufficient for ETM or the LWDA to investigate his claims. Some examples, without limitation, include:

- 7) Lopez claims he and other “aggrieved employees” suffered various violations, but the notice letter fails to identify a single aggrieved employee or potential witness regarding any of the alleged claims.
- 8) Lopez’s letter fails to specify the expenses he or other “aggrieved employees” incurred but were not reimbursed for. Lopez’s letter also fails to specify the costs of the business expenditures she and other employees incurred that were not fully reimbursed under California Labor Code sections

2800 and 2802. At all relevant times, ETM's applicable policy has been to reimburse Lopez and other employees for all necessary business expenses.

- 9) Lopez's letter fails to specify any details that would indicate when and how often he and others were allegedly performing work off the clock. The letter also fails to specify how much time Lopez and others would spend allegedly performing work off the clock.
- 10) Lopez's letter fails to specify when he requested and was not provided with his employment records in violation of Labor Code 226. He only states a conclusory allegation that "on information and belief, [Lopez] and the Aggrieved Employees, or some of them, submitted written request(s) to Employers for their payroll records, timecards and personnel records but did not timely receive them as required by the Labor Code." ETM has no record of Lopez requesting his employment records.

In fact, Lopez's notice letter is devoid of details, facts, and theories that the Department of Industrial Relations ("DIR") requires in PAGA letters. A PAGA notice must inform both the LWDA and the employer of the nature of the violations alleged with some level of detail in describing the "facts and theories" supporting them. *Ibarra v. Chuy & Sons Labor, Inc.*, 102 Cal. App. 5th 874, 882 (2024). Instead of providing facts, Lopez's letter provides boilerplate, conclusory allegations.

For example, on November 25, 2025, the same date that Lopez's counsel, Wilshire Law Firm, filed its PAGA letter on behalf of Lopez, Wilshire Law Firm also filed five other PAGA letters. A sampling of six the public PAGA notices that Wilshire Law Firm has filed in the past two months (***of 69 total PAGA notices from November 1, 2025 to the present***) are substantively identical to each other except for slight variations in the applicable facts such as the (1) names of the parties, (2) location of the services, (3) type of service provided by the aggrieved employee, (4) time period of employment, and (5) the applicable business expense reimbursements. ***See Exhibit A*** – PDF redlines between Lopez's LWDA letter and the LWDA letters of claimants Maryann Martinez, Rebecca Sutton, Erika Ruvalcaba et al., Lowana Nelson, Leonardo Jimenez et al., and Luis Angel Olmos Belmonte.

In sum, ETM denies all of the allegations in Lopez's notice letter and further notes that the letter fails to include facts sufficient to investigate the claims alleged against ETM.

We thank you for your attention to this matter.

Sincerely,



Megan A. Lee

EXHIBIT A

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November 25, 2025 Christina Le, Esq.

Electro-Tech Machining, Inc.

1269 Brighton Henrietta Townline Rd. Noveinbei 6, 2023

LWDA

Attn. PAGA Administrator

1515 Clay Street, Ste. 801

Oakland, CA 94612

(Via 01111e Submission Online
SubmfSsion)

Wolters Kluwer

Agent for Service of Process 330 N.

Brand Blvd, Ste. 700 Glendale, CA

91203

Ross Dress Foi Less, Inc.

Ross Stores, Inc.

5130 Hacienda Drive

Dublin, CA 94568

-Sean
Paisan

(Kfo Certified 3faff, Return Receipt Requeste, I Requested)
#9489.0090.0027.6362.4816.51

C T Coiporation System

Agent foi Service of Process

Ross Dress Foi Less, Inc.

Ross Stores, Inc.

330 N. Biand Blvd. Ste 700

Glendale, CA 91203

(-Via Certified Mail Kfo Certified 3faff, Return Receipt Requested)

Re: Thomas Rojas Lopez v. Electro-Tech Machining, Inc., et al

#9489.0090.0027.6362.4816.37

Re: Leonardo Jimenez,

For Less, Inc., et al

Notice of Labor Code Violations and PAGA Penalties

Gregory D. Wolflick Theodore S. Khachoturian
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410

Glendale, CA 91203

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'H, 9489-0090-0027-6490-0222-45

Electro-Tech Machining, Inc.

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'H, 9489-0090-0027-
6490-0222-52

'H, 9489-0090-0027-
6490-0222-69

To Whom It May Concern:

Please be advised that my office has been retained by Thomas Rojas-Lopez ("Mr. Rojas-Lopez" or "Employee") who has been retained by Leonardo J. Jinenes, ("Employees") to pursue a Labor Code Private Attorneys General Act of 2004 ("PAGA") representative action (Cal. Lab. Code §§ 2699, *et seq.*) against Employee's former employers, Electro-Tech Machining, Inc. ("Electro-Tech" or "Employers" or "Ross Dress For Less, Inc. and Ross Stores, Inc. ("Ross" or "Employees"). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which we allege Employees engaged in with respect to Employees and some potentially all of Employers' Aggrieved Employees.

Thomas Rojas-Lopez wishes Employees wish to pursue this action on behalf of Employees as Aggrieved Employees, on behalf of the State of California, as well as on behalf of some or potentially all other persons who worked for Electro-Tech Machining, Inc. Employees in California as a non-exempt hourly-paid employee at any time within the applicable statutory period (hereafter, the "Aggrieved Employees").

Employee

Employees and the Aggrieved Employees, ~~or~~oi some of them, suffered the Labor Code violations ~~described~~described below.

Mr. Rojas Lopez' Employees' Employment with Electro-Tech Machining, Inc. Ross

~~Electro-Tech~~Ross is a logistics and trucking company. ~~Employee worked as a Warehouse Supervisor. Employee's primary job function was to train new employees, assist drivers, supervise the warehouse and organize work schedules. In performing Employee's~~an off-piice retail chain. Employees worked as retil associates end control technicians. Their piinoiy job functions included assisting customers, iestocking of merchandise, stoie maintenance, coordinate with vendors ie instollotion of electrical oi controls, inointoin acciuote record keeping, troubleshoot, end inointoin system contiol's data. In peifoiming their duties, ~~Employee was~~Employees were regularly required to perform work (off-the-clock), without compensation, ~~including, but not~~

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limited to, responding to work-related communications from supervisors on his personal cell phone concerning work assignments, directives, and inquiries, in lieu of taking lawful meal and rest periods and during non-scheduled work hours. Employee was. Employees weie also frequently ~~deprived~~depi'ived of anon opportunity to take legally compliant meal ~~and~~end ~~rest~~ breaks. Specifically, Employee regularly and consistently had late, short, and interrupted meal breaks, and Employee has no recollection of ever receiving Moreover, Employers foiled to provide Employees and other Appiieved Employees with the meal and rest break ~~premiums~~piciniums as ~~required~~requMed by the Labor Code. Additionally, Employee necessarily Employees incurred business-related~~elated~~ expenses, ~~including, but not limited to, the use of Employee's personal cell phone for work-related purposes, but Employers failed~~but Employeeis foiled to reimburse them for oll such business-related expenses. These are just non-exhaustive examples of the facts and ~~theories~~theoi'ies the Employee asserts Employees assert, which are described in more ~~detail~~detoil below.

Employers own/owned ~~and operate/operated an~~end opeiate/opeioted on industry, business, ~~and~~end establishment within the State of California. As such, and based upon ~~all~~oll the ~~facts and~~focts end circumstances incident to Employers' business in California, Employers are subject to the California ~~Labor~~Lobor Code, ~~Wage~~Wape Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business & ~~Professions~~Piofessions Code.

~~Thomas Rojas Lopez~~Employee Leonido Jimenez is a ~~resident~~iesident of ~~Whittier, California~~Califoiiua who ~~worked~~woiked for Employers in ~~Los Angeles~~Riveiside County, ~~California~~Califoiiua as an hourly-paid~~pal~~, non-exempt employee from approximately 2018 to ~~opproxiiotely~~June 2024 to approximately October 20252023.

During Employee's



During their employment for Employers, Employers paid ~~Employee~~Employees an hourly~~hoiuly~~ wage and classified ~~Employee~~them as non-exempt ~~from~~from overtime. Employers typically scheduled ~~Employee~~Employees to work, ~~on average,~~at least five days in a workweek ~~and, on average,~~end at least eight hours ~~per~~pei day, but ~~Employee~~Employees also worked ~~more than~~moie then eight hours in a workday ~~and~~end more than forty (40) ~~hours~~horns in a workweek.

Throughout ~~Employee~~Employees's employment, ~~Employers~~Employeeis failed to ~~pay~~payoy for all hours ~~worked~~woiked (including minimum, straight time, and overtime wages), failed to provide ~~Employee~~Employees with legally compliant meal ~~periods~~pei'iods, failed

LWD ~~to authorize~~ authorize and permit ~~Employee~~ Employees to take rest periods, failed to timely ~~pay~~ pay all ~~final wages~~ final wages to ~~Employee~~ Employees when Employers terminated ~~Employee~~ Employees's employment, failed to furnish accurate ~~wage~~ wage statements to ~~Employee~~ Employees, ~~failed~~ failed to indemnify ~~Employee~~ Employees for business ~~expenditures~~ expenditures, ~~and~~ and failed to timely produce ~~Employee~~ Employees's requested employment records. As discussed below, ~~Employee's experience~~ Employees' experience for Employers was typical ~~and illustrative~~ end illustrative.

Failure to ~~Pay~~ Pay for All Hours Worked, ~~Including~~ Including Minimum, Straight Time, and Overtime ~~Wages~~ Wages

Under ~~California law~~ California law, an ~~employer~~ employee must pay ~~for all hours~~ for all hours worked by an employee. ~~"Hours worked"~~ "Hours worked"

is the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

Throughout the statutory period, Employers at times failed to pay ~~Employee~~Employees and the Aggrieved Employees, or some of them, for all hours worked, including minimum, straight time, and overtime wages.

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Page 3 of 9 Employers at ~~times~~ required ~~Employee~~ Employees and the Aggrieved Employees, or some of them, to work ~~"off-the-clock,"~~ uncompensated, by, for example, requiring ~~Employee~~ Employees and the Aggrieved Employees to perform work during uncompensated meal periods and rest periods, and requiring ~~Employee~~ Employees and the Aggrieved Employees to perform work before clocking in and/or after clocking out. ~~As one example, employer required Employee to carry his personal cell phone at all times and to immediately respond to phone calls and text messages from s'Upervisors under threat of discipline or reprimand both during meal and rest breaks and while off the clock.~~ Some of this unpaid work should have been paid at the overtime rate. California Labor Code § 510 requires that employers compensate employees 1.5 times their regular rate of pay when employees work over eight hours per day, 40 hours per week, or when employees work up to eight hours on any seventh day of a workweek. ~~Employers~~ Employer, at times, failed to properly calculate ~~Employee's~~ Employees' regular rate of pay when paying overtime, by failing to include all compensation in ~~Employee's~~ Employees' overtime calculations, ~~including hours worked off the clock.~~ In failing to pay for all hours worked, Employers also failed to maintain accurate records of the hours ~~Employee~~ Employees and the Aggrieved Employees, or some of them, worked.

Throughout the statutory period, Employers also engaged, at times, in a practice of improper rounding. Under *Camp v. Home Depot U.S.A., Inc.* (2022) 84 Cal.App.5th 638, because Employers could and did track the exact time in minutes that Employees worked, they must pay for all time worked. When an employer uses an electronic timekeeping system to record time worked, this ability to "precisely capture time worked" means that "the employer must pay the employee for that worktime when due." (*Id.* at 671.) As a result of Employers' rounding policy, Employees consistently were not compensated at least minimum wage for all hours that Employees worked.

As a result, Employers are liable to ~~Employee~~ Employees and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 210, ~~1197.1~~ 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including minimum, straight time, and overtime wages.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s). Despite these legal requirements, Employers at times wrongfully failed to provide ~~Employee~~ Employees and the Aggrieved Employees, or some of them, with their legally mandated 30-minute, ~~uninterrupted~~ ~~uninterrupted~~, and duty-free meal period in a manner required by law (and also including

but not limited to failing at times to provide Plaintiff, the Class, and the Aggrieved Employees, or some of them, the opportunity to leave the work premises to take meal periods). ~~For example, Employee was frequently deprived of an opportunity to take legally compliant meal breaks, including because the very few meal breaks he could take were often cut short or interrupted by phone calls and work requests from Employee's supervisors and managers. Employer also maintained a time keeping practice that automatically recorded meal breaks for employee who work over twelve hours per shift but Employer failed to provide Employee and others with their second meal break as required by law.~~ Employers also continued to assert control over ~~Employee~~ Employees and the Aggrieved Employees, or some of them, by, among other things, requiring, pressuring, or encouraging them to perform work

tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying ~~Employee~~Employees and the Aggrieved Employees, or some of them, permission to take a meal period under the conditions required by law, and without properly compensating ~~Employee~~Employees and the Aggrieved Employees, or some of them, for meal periods that were not provided as required by law. Employers also did not inform ~~Employee~~Employees of ~~Employee's~~their right to, nor permitted ~~Employee~~them to take, all of ~~Employee's~~Employees' second meal periods when ~~Employee~~they worked at least ten hours of work in a workday and otherwise unlawfully pressured ~~Employee~~Employees to waive such breaks. Accordingly, Employers, at times, failed to provide meal periods to ~~Employee~~Employees and the Aggrieved Employees, or some of them, in compliance with California law.

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Employee

Employees and the Aggrieved Employees, or some of them, are thus entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s). Employers, however, at times failed to pay ~~Employee~~Employees and the Aggrieved Employees, or some of them, the additional wages to which they were entitled for meal periods that were not provided. ~~Employee does not recall receiving any meal and rest break premiums.~~

As a result, Employers are liable to ~~Employee~~Employees and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to provide meal periods ~~and~~and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e., more than two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Throughout the statutory period, Employers at times have wrongfully failed to authorize and permit ~~Employee~~Employees and the Aggrieved Employees, or some of them, to take legally compliant rest periods in a manner required by law (and also including but not limited to failing, at times, to authorize and permit Plaintiff, the Class, and the Aggrieved Employees, or some of them, the opportunity to leave the work premises to take rest periods). Employers, at times, required ~~Employee~~Employees and the Aggrieved Employees, or some of them, to work in excess of four consecutive hours a day without Employers' authorizing and permitting ~~Employee~~Employees to take a ~~10~~10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating ~~Employee~~Employees and the Aggrieved Employees, or some of them, for rest periods that were not authorized or permitted. Instead, Employers at times continued to assert control over ~~Employee~~Employees and the Aggrieved Employees, or some of them, by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or ~~at times~~ by denying ~~Employee~~Employees and the Aggrieved Employees, or some of them, permission to take a rest period. ~~For example, most times, it was impossible for Employee and others to take rest breaks due to being understaffed. Employer required that Employee and others respond to work related calls, text messages, and other requests during rest breaks. Employee would be reprimanded or otherwise penalized for not responding immediately, even during the few breaks Employee took.~~ Accordingly, Employers at times failed to authorize and permit ~~Employee~~Employees and the Aggrieved Employees, or some of them, to take rest periods in compliance with California law. ~~Employee~~

Employees and the Aggrieved Employees, or some of them, are thus entitled to be paid one hour of additional wages for each workday ~~he or she was~~they were not authorized and permitted to take all required rest period(s). Employers, however, at times failed to pay ~~Employee~~Employees and the Aggrieved

Employees, or some of them, the additional wages to which they were entitled for rest periods that they were not authorized and permitted to take.

As a result, Employers are liable to ~~Employee~~Employees and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

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Failure to Pay All Earned Wages Twice Per Month

Based on Employers' failure, at times, to pay ~~Employee~~Employees and the Aggrieved Employees, or some of them, for all wages as discussed above, Employers also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout ~~the~~the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for overtime hours worked. However, at times, Employers failed and refused to pay the ~~Employee~~Employees all wages due, and failed to pay those wages twice a month, in that ~~Employee was~~Employees were not paid all wages for all meal periods not provided by Employers, all wages for all rest periods not authorized and permitted by Employers, and all wages for all hours worked. As a result, Employers owe ~~Employee~~Employees the legally required wages for unpaid wages, and ~~Employee~~Employees and the Aggrieved Employees, or some ~~of them~~of them, suffered damages in ~~those~~those amounts.

Moreover, Employers are liable to ~~Employee~~Employees and the Aggrieved Employees, ~~or some of them~~, for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

~~Employee seeks~~Employees seek penalties under California Labor Code § ~~1174~~1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable ~~WCIWC~~WCIWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Employers, however, at times failed to maintain accurate records of hours worked and all meal periods taken or missed by ~~Employee~~Employees and the Aggrieved Employees, or some of them.

Employers' failure to provide and maintain records required by the California Labor Code and the applicable ~~WCIWC~~WCIWC Wage Orders deprived ~~Employee~~Employees and the Aggrieved Employees, or some ~~of them~~of them, the ability to know, understand and question the accuracy and frequency ~~of meal~~of meal periods, and the accuracy of their hours worked stated in Employers' records. Therefore, ~~Employee~~Employees and the ~~Aggrieved Employees~~Aggrieved Employees, or some ~~of them~~of them, had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Employers. As a direct result, ~~Employee~~Employees and the Aggrieved Employees, or some of them, have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorneys' fees in seeking to compel Employers to fully perform their obligation under state law, all to their respective damage in amounts according to ~~proof at~~proof at trial. As

a result of Employers' knowing failure, at times, to comply with the California Labor Code and applicable

~~IWC~~ IWC Wage Orders, ~~Employee~~Employees and the Aggrieved Employees, or some ~~of them of them~~, have also suffered an injury in that they were prevented from knowing, understanding, and disputing

the wage payments paid to them.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at ~~the~~the time of discharge are due and payable immediately, and that if an employee

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~~Page 6 of 9~~ voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. ~~Direct deposits of wages to an employee's bank, saving and loan, or credit union account that were previously authorized by the employee are immediately terminated when an employee quits or is discharged, and the payment of wages upon termination of employment in the manner described above shall apply unless the employee has voluntarily authorized that deposit and provided that the employer complies with the provisions of Labor Code §213(d) relating to the payment of wages upon termination or quitting of employment.~~

Within the applicable statute of limitations, the employment of ~~Employee~~Employees and many other Aggrieved Employees ended, i.e., was terminated by quitting or being discharged, and the employment of others will be terminated. However, during the relevant time period, Employers at times failed, and ~~continue at times~~continued to fail, to pay ~~Employee~~Employees and ~~terminated~~terminated Aggrieved Employees, or some of them, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Employers' employment. These unpaid wages include wages for unpaid work time (including minimum, straight time, and overtime wages), missed meal period premium wages, and missed rest period premium wages.

~~Employers also violated, and continue to violate, Labor Code section 213(d) by paying final wages (if any are paid at all) via direct deposit without the employee's voluntary authorization.~~ Employers' conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty ~~(30)~~ (30) days.

Accordingly, ~~Employee~~Employees and the Aggrieved Employees, or some of them, are entitled to recover from Employers their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to Labor Code § 203.

Moreover, Employers are liable to ~~Employee~~Employees and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination, ~~and for unlawfully making any such payment (if any) via direct deposit without the employee's voluntary authorization.~~

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: ~~(1)~~ gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, ~~(6)~~ (6) the inclusive dates of the period for which the employee is paid, ~~(7)~~ (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226(e)(2)(B)(iii).)

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The statute further provides: "~~"~~" "An employee suffering injury as a result ~~of a~~ of a knowing and intentional

failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees." " (Lab. Code § 226(e)(~~1~~)).

Throughout the statutory period, Employers at times failed to, and ~~continue~~ continued, at times, to fail, to timely furnish ~~Employee~~ Employees and the Aggrieved Employees, or some of them, with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law).

Because Employers at times violated Labor Code § 226, ~~Employee~~ Employees and similarly Aggrieved Employees, or some of them, suffered injury and damage to their statutorily protected rights. Accordingly, ~~Employee~~ Employees and similarly Aggrieved Employees, or some of them, are entitled to recover from Employers the greater of their actual damages caused by Employers' failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee. Moreover, Employers are liable to ~~Employee~~ Employees and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code § 226.3 for failing to timely furnish accurate itemized wage statements.

Failure to Indemnify for Necessary Expenditures

Labor Code § 2802(a) provides that employers shall indemnify their employees for all necessary business expenditures or losses that have been incurred by the employees in direct discharge of his or her duties. Throughout the statute of limitations period applicable to this cause of action, Employers at times wrongfully required ~~Employee~~ Employees and the Aggrieved Employees, or some of them, to pay expenses that they incurred in direct discharge of their duties for Employers, ~~including, but not limited to, the use of Employee's personal cell phone for work related purposes.~~ Employee Employees and the Aggrieved Employees, or some of them, at times paid out-

of-pocket for necessary employment-related expenses. ~~Employee~~Employees and the Aggrieved Employees, or some of them, incurred substantial expenses as a direct result of performing their job duties for Employers, but Employers failed to indemnify ~~Employee~~Employees and the Aggrieved Employees, ~~or some of them~~, for these employment-related expenses.

As a result, Employers are liable to ~~Employee~~Employees and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 2802 and 2699(f)(2) for failing to indemnify ~~Employee~~Employees and the Aggrieved Employees, or some of them, for necessary business expenditures.

Failure to Produce Requested Employment Records

Labor Code § 226 provides that current and former employees have the right to inspect or receive a copy of their records pertaining to their employment, upon reasonable request to their employer. Under this statute, an employer that receives a request to inspect or receive a copy of records pertaining to a current or former employee must comply with the request as soon as practicable, but no later than twenty-one (21) calendar days from the date of the request. Labor Code § ~~198.5~~1198.5(a) also provides that every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating

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to the employees' performance or to any grievance concerning the employee. Under this statute, upon written request from a current or former employee or his or her representative, an employer

must make the contents of those personnel records available for inspection or provide a copy of the personnel records to the current or former employee, or his or her representative, not later than thirty (30) calendar days from the date the employer receives the written request, subject to some limited exceptions. Labor Code § 432 provides that if an employee or applicant signs any instrument relating to the obtaining or holding of employment, he or she shall be given a copy of the instrument upon request. On information and belief, ~~Employee~~Employees and the Aggrieved Employees, or some of them, submitted written request(s) to Employers for their payroll records, timecards, and personnel records but did not timely receive them as required by the Labor Code.

As a result, Employers are liable to ~~Employee~~Employees and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 226(~~£f~~), ~~198.5~~1198.5(k), and 2699 for failing to timely produce the requested records.

Recordkeeping Requirement Violations

California Labor Code section 1174 requires employers to keep "accurate and complete" payroll records showing, among other things, the hours worked daily by Employees and Aggrieved Employees. All applicable IWC Wage Orders, section 7 similarly requires employers to keep accurate time records reflecting the times during which all owed meal periods were provided each day.

Based on information and belief, Employers at times failed, and continue at times to fail, to keep accurate and complete payroll records as required by law, including but not limited to the following records: total daily hours worked, applicable rates of pay, time records showing when ~~Employee~~Employees and other Aggrieved Employees began and ended each work period, time records of meal periods, and accurate itemized wage statements.

Based on information and belief, Employers at times failed and continue at times to fail

to keep accurate and complete records showing total hours worked by ~~Employee~~Employees and Aggrieved Employees, or some of them, by virtue of Employers' time ~~rounding~~rounding and/or auto deduction policies and practices and/or other off-the-clock work policies and practices.

Employers ~~failed~~ at times failed and continue at times to fail to keep accurate and complete records showing total hours worked by virtue of Employers' failure to relieve ~~Employee~~Employees and Aggrieved Employees, or some of them, of all duties and Employers' control for unpaid meal periods, resulting in unpaid hours worked.

Based on information and belief, Employers further failed at times, and continue at times to fail, to record the true start and end times of ~~Employee's~~Employees' and ~~Aggrieved~~Aggrieved Employees' meal periods, or some of them.

Based on further information and belief, Employers further failed at times and continue at times to fail, to record the true start and end times of ~~Employee's~~Employees' and Aggrieved Employees' work shifts, or some of them.

Additionally, Employers at times failed, and continue at times to fail, to keep accurate records and issue accurate wage statements by not documenting accrued sick time for ~~Employee~~Employees and ~~Aggrieved~~Aggrieved Employees, or some of them. Employers' failure to keep "accurate and complete" payroll records for ~~Employee~~Employees and Aggrieved Employees, or some of them, violates Labor Code sections 1174,

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~~Page 9 of 9~~ 1198, 1199, and all applicable ~~WCIWC~~ Wage Orders, section 7. These violations subject Employers to civil penalties under Labor

Code sections 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and Wage Order provision, for each Aggrieved ~~Employee~~Employees (or some of them), results in a separate civil penalty.¹

Violation of Wage Theft Protection Act of 2011

Based on information and belief, Employers failed at times, and continue at times to fail, to comply with the notice requirements of Labor Code section 2810.5 (i.e., the Wage Theft Protection Act of 2011) by, among other things, failing to provide Employees and Aggrieved Employees, or some of them, with the rates of pay and overtime rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the regular payday designated by Employers, the name of the employer, including any "doing business as" names used, the name, address and telephone number of the workers' compensation insurance carrier, information regarding paid sick leave, and other pertinent information required to be disclosed by Employers under Labor Code section 2810.5. Employees are informed and believe that failure to provide such information, including rates of pay that are in effect, has permitted Employers to pay Aggrieved Employees, or some of them, at rates of pay that were not agreed upon and violate minimum wage and overtime wage laws in California. Employees are additionally informed and believe that the notice requirement of Labor Code section 2810.5 involves a mandatory payroll or workplace injury reporting. Among other relief, Aggrieved Employees, or some of them, may collect from Employers in connection with these violations' civil penalties pursuant to Labor Code sections 558 and 2699.

Violation of California Labor Code §§ 245-248.5

¹ See Lab. Code §2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period").

Throughout the relevant time period, Employers at times failed to provide proper paid sick leave to Employees and other Aggrieved Employees, or some of them. Employers either failed at times to provide paid sick leave at all or improperly calculated the sick leave accrual and the sick leave rate of pay owed to Employees and other Aggrieved Employees, or some of them, by failing at times to base the accrued sick leave hours on the correct number of hours worked (as a result of the rounding/automatic deduction policies and practices for meal periods and/or shift start and end times/other required off-the-clock work including but not limited to unpaid meal periods that were restricted to Employers' premises) and by failing to incorporate multiple rates of pay and/or all non-discretionary remuneration, including but not limited to, non-discretionary bonuses, shift differential pay and/or other non-discretionary compensation into the sick leave pay rate calculation.

Based on information and belief, Employers further failed to provide notice of the correct sick leave amount balance available to Employees and other Aggrieved Employees on their wage statements or other written statement.

Based on information and belief, Employers failed to put NON-EXEMPT AGGRIEVED on notice of their paid sick leave rights—or thereby putting their entitlement to sick leave in a Labor Code section 2810.5 notice. In addition, Employers failed to maintain accurate records of used sick leave and the balance of paid sick leave left to the NON-EXEMPT AGGRIEVED EMPLOYEE throughout the relevant time period.

Based on information and belief, throughout the relevant period, Employers failed to provide notice of sick leave amount balance left for Employees and other Aggrieved Employees, thus

affecting their intelligent exercise of their paid sick leave. But for this failure, Employees and other Aggrieved Employees would have used their paid sick leave at least prior to their respective separations, for as on several occasions thereafter, he or she would have been entitled to use the banked sick leave and earn appropriate compensation.

This illegal retention of paid sick leave is unlawful, and Employees seek all forms of injunctive relief, restitution, and declaratory relief as permitted by California law, on behalf of Employees and all Aggrieved Employees.

In violation of Labor Code section 247.5, Employers failed to maintain records documenting the hours worked and paid sick days accrued and used by Employees and all Aggrieved Employees, permitting the presumption that Employees and all Aggrieved Employees were entitled to the maximum number of hours accruable under this article.

Upon information and belief, Employers further failed and continue to fail to comply with Labor Code section 246, by failing to provide Employees and all Aggrieved Employees with a Labor Code section 226 wage statement, or separate writing containing the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, at the time it pays wages.

Employers unlawfully retained and continue to retain paid sick leave that should have been paid but was not, as a result of Employers' failure to properly institute a paid sick leave program.

On information and belief, Employees allege that all of these practices were experienced and continue to be experienced by other Aggrieved Employees.

Employees request all appropriate relief under the PAGA and these statutes, including but

not limited to the restitution of earned paid sick leave that could have been used, but was not due to Employers' sole failure to institute such a paid sick leave entitlement or paid sick leave bank as required by California law.

Accordingly, Employees and other Aggrieved Employees are entitled to injunctive relief, attorney's fees, declaratory relief, restitution, and penalties as permitted by law. Employees request all relief pursuant to the aforementioned code provisions, including but not limited to Labor Code sections 233 and 234, which incorporates the paid sick leave requirements.

Failure To Provide Supplemental Paid Sick Leave

Labor Code section 248.2 provides that all employers with 26 or more employees are required to provide up to 80 hours for covered employees to take 2021 COVID-19 Supplemental Paid Sick Leave to care for themselves, to care for a family member or if it is vaccine-related. Based on information and belief, Employers violated Labor Code section 248.2 by not providing Aggrieved Employees with required 2021 COVID-19 Supplemental Paid Sick Leave.

Refusal to Make Payment

Labor Code section 216 declares unlawful an employer's refusal to pay wages due and payable and/or denial of the validity of any claim to wages due.

Employers violated and continue to violate Labor Code section 216 by failing to pay Employees and all Aggrieved Employees for all hours worked at the proper wage rate and by failing to pay

Employee and all Aggrieved Employees an additional hour of pay for each meal and/or rest period not provided or that was invalid. *Gould v. Maryland Sound Industries, Inc.* (1995) 31 Cal.App.4th 1137, 1154-1155.

These violations subject Employers to civil penalties under Labor Code section 225.5. Each violation results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE, for each pay period during which the statute's provisions were violated.²

Seating Violations

Per section 14(A-B) of all applicable IWC Wage Orders, employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats and when they are not actively engaged in the work duties that would not permit them to be seated.

All applicable IWC Wage Orders, Section 14(A-B) provides:

(A) All working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.

(B) When employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their

²Labor Code § 225.5 (establishing that "[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who unlawfully withholds wages due any employee in violation of sections 212, 216, 221, 222, or 223 shall be subject to a civil penalty...for each failure to pay each employee") (emphasis added).

duties.

Suitable seating is one of the worker protections covered by California's Wage Orders, which have the same dignity as statutes, are remedial in nature and are to be broadly construed to effectuate the goal of protecting the comfort and welfare of employees. *Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004, 1027 (2012).

Based on information and belief, Employers failed to provide Aggrieved Employees with suitable seating, and when such employees were not engaged in duties which required them to stand, no seating was placed in reasonable proximity to their workstations.

Moreover, based on information and belief, the nature of the work reasonably permitted the use of seats for at least part of the time that Aggrieved Employees were working. Lastly, based on information and belief, there were periods of time when Aggrieved Employees were not engaged in active duties of their employment, yet there were no suitable seats in reasonable proximity to the work area and use of seats would not interfere with the performance of their duties.

Employers' Aggrieved Employees worked in various positions. The nature of Employees' and other Aggrieved Employees' work reasonably permitted the use of seats. However, Employers failed to provide suitable seating in reasonable proximity to Aggrieved Employees' work areas in violation of section 14(A-B) of all applicable Wage Orders, and Labor Code sections 1198 and

1199, subjecting Employers to civil penalties under Labor Code sections 1199 and 2699. Each violation of each Labor Code section and IWC Wage Order provision, for each NON-EXEMPT AGGRIEVED EMPLOYEE, results in a separate civil penalty.³

Statutory Wage Violations

Labor Code section 223 makes it unlawful for an employer to secretly pay wages lower than required by statute while purporting to pay legal wages.

As described above, Employers willfully and systematically denied Employees and other Aggrieved Employees of minimum and overtime wage compensation for all hours worked which resulted in the payment of less than statutorily required wages owed to them. Employers acted with the intent to deprive them of statutory wages, including, but not limited to, overtime wages and minimum wages, to which they were entitled to under California law.

Thus, Employers paid Employees and other Aggrieved Employees lower wages than those they were entitled to while purporting that Employees and all Aggrieved Employees were properly paid. As such, Employees and all Aggrieved Employees are entitled to recover penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code § 2699(f)-(g).

Failure to Pay Vested Vacation/Paid Time Off

California Labor Code section 227.3 provides that when an employer policy provides for paid vacations and/or paid time off, and an employee is terminated without having taken off his, her, or their vested vacation time, all vested vacation shall be paid to the employee as wages at the employee's final rate in accordance with such contract of employment or employer policy respecting eligibility or time served and that there shall be no forfeiture

³See Lab. Code §2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period").

of vested vacation time or paid time off upon termination. Based on information and belief, Employers had and continue to have a uniform policy and practice of failing to allow Aggrieved Employees and Exempt Aggrieved Employees to use their earned vacation/paid time off during their employment and failing to pay all vested, accrued paid time off to Aggrieved Employees and/or Exempt Aggrieved Employees upon separation of employment, in violation of California law, including but not limited to, Labor Code section 227.3.

Failure to Timely Provide Temporary Workers with Owed Wages

On information and believe, Employers had and have a policy of failing to provide all temporary workers with owed wages weekly by not later than the regular payday of the following week. As a result, pursuant to Labor Code section 201.3, Employers would be liable for civil penalties pursuant to Labor Code sections 201.3.

Unlawful Agreements/ Unlawful Criminal History Inquiries

Unlawful Agreements

Labor Code section 432.5 provides that “no employer ... shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer ... to be prohibited by law.” Based on information and belief, Employers required Employees,

Aggrieved Employees and Exempt Aggrieved Employees to agree in writing to unlawful conditions of employment including but not limited to, unlawful non-compete and/or non-solicitation agreements as well as unlawful criminal and/or financial checks as a condition of obtaining and/or continuing employment in violation of Labor Code section 432.5.

The California Labor Code places certain procedural and substantive limits on employers’ ability to conduct employee background checks and on how employers can use the information they obtain through those background checks. Labor Code section 1024.5 states that employers, except for financial institutions, may order a credit check only if the individual works (or is applying to work) in certain positions (e.g., managerial positions, financially related positions, and certain government positions). Additionally, the Investigative Consumer Reporting Agencies Act (ICRAA - CA Civil Code section 1786, *et seq.*) and the Fair Credit Reporting Act (FCRA - 15 U.S.C. section 1681, *et seq.*) mandate several requirements prior to and following an employee background check, including but not limited to identifying an appropriate reason for the background check, a separate consent form with required disclosures and certain formatting requirements, additional forms such as a summary of rights, a way by which to request a copy of the report, as well as proper notice of adverse actions taken, among other statutory requirements.

Based on information and belief, Employers ordered unlawful financial credit checks on Aggrieved Employees and Exempt Aggrieved Employees, in violation of Labor Code section 1024.5, and required Aggrieved Employees and Exempt Aggrieved Employees to provide ongoing written consent to the unlawful credit checks as a condition of employment, in violation of California and Federal law, which results in a further violation of Labor Code section 432.5.

Based on information and belief, Employers also required Aggrieved Employees and Exempt Aggrieved Employees to submit and/or agree to submit in writing to unlawful criminal background checks as a condition of obtaining and/or holding employment in violation of the ICRAA and the FCRA. For example, based on information and belief, Employers required Employees to submit and/or agree to submit in writing to an unlawful

background check as a condition of obtaining and/or holding employment in violation of, including but not limited to, Labor Code section 432.5.

Based on information and belief, Employers required Aggrieved Employees and Exempt Aggrieved Employees to agree in writing to a background check which failed to abide by the requirements set forth in CA Civil Code section 1786, *et seq.* and 15 U.S.C. section 1681, *et seq.*, including but not limited to by failing to provide a clear and conspicuous disclosure (and/or failing to provide any disclosure at all), failing to provide disclosures free of extraneous information, failing to provide a lawful purpose for the background check, failing to provide a summary of rights under the ICRAA and/or the FRCA, failing to provide a way by which the individual could request a copy of the report, failing to disclose the name, address, and telephone number of the third party preparing the report, and failing to properly obtain authorization or consent to such a background check, and thus was an unlawful background check.

By requiring Aggrieved Employees and Exempt Aggrieved Employees to agree in writing to unlawful criminal and/or financial checks not in conformance with the applicable laws, Employers violated Labor Code section 432.5.

Based on information and belief, Employers also required Aggrieved Employees and Exempt Aggrieved Employees to agree in writing to provide ongoing consent to Employers to conduct background checks throughout the duration of employment, in violation of the ICRAA and/or FCRA and/or other applicable laws, resulting in a further violation of Labor Code section 432.5, by requiring applicants and employees to agree to an unlawful provision as a condition of

employment.

Based on further information and belief, Employers knew that requiring Aggrieved Employees and Exempt Aggrieved Employees to agree to unlawful criminal and/or financial background checks as a condition of obtaining and/or holding employment was unlawful.

By requiring Aggrieved Employees and Exempt Aggrieved Employees agree in writing to unlawful provisions as a condition of employment, Employers violated Labor Code section 432.5. *Unlawful Inquires into Criminal History* Labor Code section 432.7 prohibits an employer from asking applicants about past arrest(s) unless they resulted in conviction(s) and even then, certain limitations apply. Based on information and belief, Employers asked Aggrieved Employees, and Exempt Aggrieved Employees about arrests not resulting in convictions on their employment application, in violation of California law.

Upon information and belief, Employers, in violation of California law, including but not limited to the Fair Chance Act/the California Fair Employment and Housing Act (“FEHA”), asked Aggrieved Employees and Exempt Aggrieved Employees about convictions prior to extending an offer of employment and/or otherwise impermissibly inquired into criminal history on their employment application in violation of California law.

By asking about arrests not resulting in convictions, Employers violated Labor Code section 432.7. By asking about convictions at the application phase or prior to extending an employment offer, Employers violated California’s Fair Chance Act, and thereby violated Labor Code section 432.5 by unlawfully requiring Aggrieved Employees and Exempt Aggrieved Employees to agree in writing to disclose arrests and/or convictions as a condition of employment.

Unlawful PAGA Waiver

Additionally, Employers violated Labor Code section 432.5 by requiring Employees, Aggrieved Employees and Exempt Aggrieved Employees to agree in writing to other unlawful agreements, including but not limited to, an unlawful waiver of PAGA and or representative actions as a condition of employment.

An action pursuant to PAGA “...is a representative action on behalf of the state” *Kim v Reins Int’l California, Inc.*, (2020) 9 Cal. 5th 73, 86-87. It is well settled that agreements purporting to waive an employee’s right to a trial of PAGA claims is contrary to California law and unenforceable. *See Iskanian v CLS Transportation Los Angeles, LLC* (2014) 59 Cal. 4th 348, 384 (“We conclude that where, as here, an employment agreement compels the waiver of representative claims under the PAGA, it is contrary to public policy and unenforceable as a matter of state law.”)

Moreover, the California Supreme Court has ruled that a court cannot compel arbitration of an aggrieved employee’s individual PAGA claim because there is no such thing as an individual PAGA claim. *Kim v Reins Int’l California, Inc.*, (2020) 9 Cal. 5th 73, 86-87 (“There is no individual component to a PAGA action because ‘every PAGA action ... is a representative action on behalf of the state.’”)

Upon information and belief, Employers required Employees, Aggrieved Employees and Exempt Aggrieved Employees to agree in writing to waive their right to a trial of PAGA claims in violation of California law. By requiring Employees, Aggrieved Employees and Exempt Aggrieved Employees to agree, in writing, to an unlawful PAGA waiver, Employers required written agreement to an unlawful provision as a condition of employment which is a violation of labor

code section 432.5.

As such, Employees, Aggrieved Employees and Exempt Aggrieved Employees continue to be subject to various unlawful provisions as a condition of employment.

Preventing Employees from Using or Disclosing Skills, Knowledge, and Experience

On information and belief, Employers had and have a policy or practice of preventing Employees and/or other Aggrieved Employees from using or disclosing the skills, knowledge, and experience they obtained at Employers for purposes of competing with Employers, including, without limitation, preventing Employees from disclosing their wages in negotiating a new job with a prospective employer, and from disclosing who else works at Employers and under what circumstances they might be receptive to an offer from a rival employer. As such, Employees are informed and believe that this violates Business and Professions Code sections 17200, 16600 and 16700, and, by virtue thereof, various provisions of the Labor Code, including Labor Code sections 232, 232.5, and 1197.5, subdivision (k). Employers would be liable for civil penalties pursuant to Labor Code section 2699.

Whistleblower Violations

On information and belief, Employers had and have a policy or practice of preventing Employees and/or other Aggrieved Employees from disclosing violations of state and federal law, either within Employers to their managers or outside Employers to private attorneys or government officials, among others, in violation of Business and Professions Code section 17200, and, thus, in violation of Labor Code section 1102.5. In addition, Employees are informed and believe that these policies and/or practices prevent Employees and/or other Aggrieved Employees from disclosing information about unsafe or discriminatory working conditions, or about wage and hour violations in violation of Labor Code sections 98.6, 232, and 232.5. These violations of the Labor Code would expose Employers to liability for civil penalties pursuant to Labor Code section 2699.

Workplace Health and Safety Violations

On information and belief, Employers had and have a policy or practice of failing to furnish and use safety devices and safeguards, and adopt and use practices, means, methods, operations and processes which are reasonably adequate to render such employment and place of employment safe and healthful, pursuant to, including but not limited to, Labor Code section 6401. Employees are informed and believe, and based thereon allege that Employers had and have a policy or practice of requiring or permitting employees to go or be in any employment or place of employment which is not safe and healthful, pursuant to Labor Code section 6402. Employees are informed and believe, and based thereon allege that Employers had and have a policy or practice of failing or neglecting to: provide and use safety devices and safeguards reasonably adequate to render the employment and place of employment safe; adopt and use methods and processes reasonably adequate to render the employment and place of employment safe; and do every other thing reasonably necessary to protect the life, safety, and health of employees, pursuant to Labor Code section 6403. Employees are informed and believe, and based thereon allege that these failures include, without limitation, failing to disinfect time clocks and other surfaces after use by Employees and/or other Aggrieved Employees; failing to provide adequate protection equipment to Employees and/or other Aggrieved Employees; and failing to provide adequate distance in working conditions between Employees and/or other Aggrieved Employees.

On information and belief, Employers violated section 1527, 3366, 3457 and 8397.4 by failing to

provide adequate and readily accessible sanitation facilities; a regular schedule for servicing, cleaning, and supplying each facility to ensure it is maintained in a clean, sanitary and serviceable condition; an adequate supply of suitable cleansing agents, water, single-use towels or blowers; and a sufficient number of toilets to be used by each sex of employee.

Action for Civil Penalties Under PAGA

In light of the above, ~~Employee alleges~~ Employees allege that Employers violated the following provisions of the Labor Code with respect to the Aggrieved Employees, ~~or some of them:~~

1. ~~1.~~ Labor Code §§ 204, 510, 1194, 1197, and ~~1198~~ 1198 by failing ~~at times~~ to pay for all hours worked, including minimum wages, straight time wages, and overtime wages;
2. Labor Code § 226.7 and applicable Wage Orders by failing ~~at times~~ to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing ~~at times~~ to authorize and permit rest periods;
4. Labor Code § 204 by failing ~~at times~~ to pay all earned wages two times per month;
5. California Labor Code § 1174.5 and applicable Wage Orders by failing ~~at times~~ to maintain accurate records of hours worked and meal periods taken or missed;
6. Labor Code §§ ~~201~~ 201 to 203 by willfully failing ~~at times~~ to pay all wages owed at termination;
7. Labor Code § 226 by failing ~~at times~~ to provide accurate itemized wage

statements;

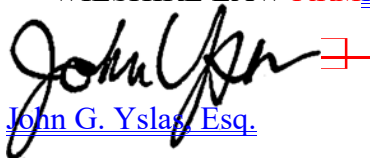
8. Labor Code § 2802 by failing-~~at times~~ to indemnify for necessary expenditures;
9. Labor Code §§ 226, 432, and 1198.5 by failing-~~at times~~ to timely produce requested payroll records, timecards, and personnel records; ~~and~~
10. Labor Code § 1174 by failing-~~at times~~ to keep accurate and complete payroll records;
11. Labor Code §§ 245-248.5 by failing to provide proper sick leave and supplemental paid sick leave;
12. Labor Code § 216 for refusal to pay wages due and payable and/or denial of the validity of any claim to wages due;
13. Labor Code § 223 for secretly paying wages lower than required by statute while purporting to pay legal wages;
14. Labor Code § 227.3 for failure to pay vested vacation and/or paid time off;
15. Section 14(A-B) of all applicable IWC Wage Orders for failure to provide suitable seating;
16. Labor Code § 432.5 for unlawful agreements;
17. Labor Code § 201.3 for failure to timely provide temporary workers with wages;
18. Labor Code §§ 98.6, 232, 232.5, 1102.5, and 1197.5 for preventing employees from using or disclosing the skills, knowledge and experience they obtained at Employers, and whistleblower violations;
19. Labor Code § 432.7 for unlawful inquiries into criminal histories; and
20. Labor Code §§ 1527, 3366, 3457, 8397.4, 6401, and 6401 for workplace health and safety violations.

Therefore, on behalf of potentially all Aggrieved Employees, ~~Employee seeks~~ Employees seek applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ ~~210, 226.3~~ 210, 226.3, 1174.5, 1197.1, and 2699.

~~Employee has~~ Employees have placed Employers on notice by mailing a certified copy of this correspondence, as indicated on the first page. Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

WILSHIRE LAW ~~FIRM~~ FIRM

 ~~John G. Yslas, Esq.~~

[†] See Lab. Code §2699(1)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period").

BRETT BAGWELL 2149323601 CT - DALLAS SOP TEAM 1999 BRYAN STREET
DALLAS TX 75201

SHI JR. MCMAHON 2149323601 KBR INC.
2000 W GAYLORD ST
1.0 LBS LTR 1 OF 1

LONG BEACH CA 90813

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[Benjamin Haber, Esq.](#)

August 29, 2025

LWDA Attn. PAGA
Administrator 1515 Clay
Street, Ste. 801 Oakland,
CA 94612
(Via ~~011111~~ [Online](#)
Submission)

~~Wolters Kluwer~~

[Ross Dress for Less, Inc.](#)
[Ross Stores, Inc.](#)
[5130 Hacienda Drive](#)
[Dublin, CA 94568](#)

[C T Corporation System](#)
Agent for Service of Process
[Ross Dress for Less, Inc.](#)
[Ross Stores, Inc.](#)
330 N. Brand Blvd., Ste. 700 Glendale, CA
91203

~~-Sean Paisan, Esq.~~
~~John Yslas, Esq.~~
~~Tyler Woods, Esq.~~
~~Nicol Hajjar, Esq.~~
~~Thiago Coelho, Esq.~~
~~Benjamin Haber,~~
~~Esq.~~

~~November 25, 2025~~

~~Electro Tech Machining, Inc.~~
~~1269 Brighton Henrietta Townline Rd.~~

[Gregory D. Wolflick](#)
[Theodore S. Khachaturian](#)
Rochester, NY 14623
(Via Certified Mail, Return Receipt Requested)
~~'H, 9489-0090-0027-6490-0222-45~~

~~Electro Tech Machining, Inc.~~
~~P.O. Box 92610~~
~~Rochester, NY 14692~~
~~(Via Certified Mail, Return Receipt~~
~~Requeste,)~~ [Wolflick, Khachaturian &](#)
[Bouayad, APC 130 N. Brand Boulevard,](#)
[Suite 410 Glendale, CA 91203](#)

~~(Via Certified Mail, Return Receipt Requested)~~

~~'H, 9489-0090-0027-6490-0222-52~~
~~'H, 9489-0090-0027-6490-0222-69~~

Re: ~~Thomas Rojas Lopez v. Electro Tech Machining, Inc., et al.~~ Re: [Erika Ruvalcaba, Jessica](#)
[Martinez, Eugenia Lieu, Tean Williams, Tyrone Bowers, Malik Ewing, Alejandro](#)
[Rayos, Jonathan Moreno, Anderson Valle, Guy Bjornson, Imelda Dolores Cuevas,](#)
[David Arago, Dana Black, and Angel Ramirez v. Ross Dress for Less, Inc. and Ross](#)
[Stores, Inc., et al.](#)
Notice of Labor Code Violations and PAGA Penalties

To Whom It May Concern:

Please be advised that my office has been retained by ~~Thomas Rojas Lopez ("Mr. Rojas Lopez" or "Employee")~~ Erika Ruvalcaba, Jessica Martinez, Eugenia Lieu, Tean Williams, Tyrone Bowers, Malik Ewing, Alejandro Rayos, Jonathan Moreno, Anderson Valle, Guy Bjornson, Imelda Dolores Cuevas, David Arago, Dana Black, and Angel Ramirez ("Employees") to pursue a Labor Code Private Attorneys General Act of 2004 ("PAGA") representative action (Cal. Lab. Code §§ 2699, *et seq.*) against ~~Employee's~~their former employers, ~~Electro-Tech Machining~~Ross Dress for Less, Inc. and Ross Stores, Inc. ("Electro-Tech" "Ross" or "Employers"). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which we allege Employers engaged in with respect to ~~Employee~~Employees and some or potentially all of Employers' Aggrieved Employees.

~~Thomas Rojas Lopez wishes~~Employees wish to pursue this action on behalf of Employees as Aggrieved Employees, on behalf of the State of California, as well as on behalf of ~~potentially~~of some or potentially all other persons who worked for ~~Electro-Tech Machining, Inc.~~Employers in California as a non-exempt or hourly- paid employee at any time within the applicable statutory period (hereafter, the "Aggrieved Employees").

~~Employee~~Employees and the Aggrieved Employees, or some of them, suffered the Labor Code violations described below.

~~Mr. Rojas Lopez'~~

///

///

Employees' Employment with ~~Electro-Tech Machining, Inc.~~ Ross

~~Electro-Tech~~ Ross is a ~~logistics and trucking company. Employee worked as a Warehouse Supervisor. Employee's primary job function was to train new employees, assist drivers, supervise the warehouse~~ nationwide chain of retail stores and distribution centers. Employees worked as store associates, assistants, loss prevention personnel, and cashiers. Their primary job functions included providing customer service, assisting managers with various tasks, and ~~organize work schedules. In performing Employee's~~ providing security. In performing their duties, ~~Employee was~~ Employees were regularly required to perform work (off-the-clock), without compensation, ~~including, but not~~

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~~PAGA November 25, 2025~~
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~~limited to, responding to work related communications from supervisors on his personal cell phone concerning work assignments, directives, and inquiries, in lieu of taking lawful meal and rest periods and during non-scheduled work hours. Employee was. Due to understaffing and high workloads, Employees were~~ also frequently deprived of an opportunity to take legally compliant meal and rest breaks. ~~Specifically, Employee regularly and consistently had late, short, and interrupted meal breaks, and Employee has no recollection of ever receiving~~

Employers failed to provide Employees and other Aggrieved Employees with the meal and rest break premiums as required by the Labor Code. Additionally, ~~Employee necessarily incurred~~Employees were expected to and did incur business-related expenses, including, ~~but not limited to, the use of Employee's personal work attire, mileage, and cell phone for work related purposes~~expenses, but Employers failed to reimburse such business-related expenses. These are just non-exhaustive examples of the facts and theories the ~~Employee asserts~~Employees assert, which are described in more detail below.

Employers own/owned and operate/operated an industry, business, and establishment within the State of California. As such and based upon all the facts and circumstances incident to Employers' business in California, Employers are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business & Professions Code.

~~Thomas Rojas Lopez~~Employee Erika R ~~of Whittier~~ who worked for Employers in Los Angeles County, California as an hourly-paid, non-exempt employee from approximately 2022 to approximately September 2024.

Employee Jessica Martinez is a resident ~~of~~ who worked for Employers in Riverside County, California as an hourly-paid, non-exempt employee from approximately November 2023 to approximately October 2024.

Employee Eugenia Lieu is a resident of ~~of~~ who worked for Employers in Alameda County, California as an hourly-paid, non-exempt employee from approximately February 2015 to approximately August 2024.

Employee Tean Williams is a resident ~~of~~ who worked for Employers in Los Angeles County, California as an hourly-paid, non-exempt employee from approximately November 2023 to approximately September 2024.

Employee Tyrone Bowers is a resident ~~of~~ who worked for Employers in Los Angeles County, California as an hourly-paid, non-exempt employee from approximately June 2024 to approximately September 2024.

Employee Malik Ewing is a resident ~~of~~ who worked for Employers in San Joaquin County, California as an hourly-paid, non-exempt employee from approximately July 2024 to approximately January 2025.

Employee Alejandro Rayos is a resident ~~of~~ who worked for Employers in San Joaquin County, California as an hourly-paid, non-exempt employee from approximately October 2021 to approximately March 2025.

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Notice of California Labor Code Motion and Request of [REDACTED] who
August 29, 2025 Page 8 of 11
Employer of [REDACTED] in Los Angeles County, California as an hourly-paid, non-exempt
employee from approximately November 2019 to approximately April 2025.

Employee Anderson Valle is a resident of [REDACTED] who worked for Employers in
California as an hourly-paid, non-exempt August 2024 to [REDACTED]
employee from approximately March 2025.

Employee Guy Bjornson is a resident of [REDACTED] who worked for Employers in
Orange County, California as an hourly-paid, non-exempt employee from approximately June
2015 to approximately June 2025.

Employee Imelda Dolores Cuevas is a resident of [REDACTED] who worked for Employers
in Los Angeles County, California as an hourly-paid, non-exempt employee from approximately
June 2023 to approximately July 2025.

Employee David Arago is a resident of [REDACTED] who worked for Employers in Los
Angeles County, California as an hourly-paid, non-exempt employee from approximately April
2024 to approximately August 2025.

Employee Dana Black is a resident of [REDACTED] who worked for Employers in Santa
Clara County, California as an hourly-paid, non-exempt employee from approximately March
2008 to approximately July 2025.

Employee Angel Ramirez is a resident of [REDACTED] who worked for Employers in Los
Angeles County, California as an hourly-paid, non-exempt employee from approximately May
2022 to approximately July 2025.

During Employee's their employment for Employers, Employers paid Employee Employees an hourly wage and classified Employee them as non-exempt from overtime. Employers typically scheduled Employee Employees to work, on average, at least five days in a workweek and, on average, at least eight hours per day, but Employee Employees also worked more than eight hours in a workday and more than forty (40) hours in a workweek.

Throughout Employee's Employees' employment, Employers failed to pay for all hours worked (including minimum, straight time, and overtime wages), failed to provide Employee Employees with legally compliant meal periods, failed to authorize and permit Employee Employees to take rest periods, failed to timely pay all final wages to Employee Employees when Employers terminated Employee's Employees' employment, failed to furnish accurate wage statements to Employee Employees, failed to indemnify Employee Employees for business expenditures, and failed to timely produce Employee's Employees' requested employment records. As discussed below, Employee's Employees' experience working for Employers was typical and illustrative.

Failure to Pay for All Hours Worked, Including Minimum, Straight, and Overtime Wages

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

Throughout the statutory period, Employers at times failed to pay ~~Employee~~Employees and the Aggrieved Employees, or some of them, for all hours worked, including minimum, straight time, and overtime wages.

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Page 3 of 9 Employers at ~~times~~times required ~~Employee~~Employees and the Aggrieved Employees, or some of them, to work ~~"off-the-clock,"~~ uncompensated, by, for example, requiring ~~Employee~~Employees and the Aggrieved Employees to perform work during uncompensated meal periods and rest periods, and requiring ~~Employee~~Employees and the Aggrieved Employees to perform work before clocking in and/or after clocking out. As ~~one~~an example, ~~employer required Employee to carry his personal cell phone at all times and to immediately respond to phone calls and text messages from s'Upervisors under threat of discipline or reprimand both during meal and rest breaks and while off the clock~~Employees provided customer service as soon as they arrived, including before they clocked in. Some of this unpaid work should have been paid at the overtime rate. California Labor Code § 510 requires that employers compensate employees 1.5 times their regular rate of pay when employees work over eight hours per day, 40 hours per week, or when employees work up to eight hours on any seventh day of a workweek. ~~Employers~~Employer at times failed to properly calculate ~~Employee's~~Employees' regular rate of pay when paying overtime, by failing to include all compensation in ~~Employee's~~Employees' overtime calculations, ~~including hours worked off the clock.~~ In failing to pay for all hours worked, Employers also failed to maintain accurate records of the hours ~~Employee~~Employees and the Aggrieved Employees, or some of them, worked.

As a result, Employers are liable to ~~Employee~~Employees and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 210, ~~497.1~~1197.1, and 2699(f)(2) for failing to pay for all hours worked, including minimum, straight time, and overtime wages.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, Employers at times wrongfully failed to provide ~~Employee~~Employees and the Aggrieved Employees, or some of them, with their legally mandated 30-minute, ~~uninterr~~uninterrupted, and duty-free meal period in a manner required by law (and also including but not limited to failing at times to provide Plaintiff, the Class, and the Aggrieved Employees, or some of them, the opportunity to leave the work premises to take meal periods). For example, ~~Employee~~Jessica Martinez was ~~frequently deprived of an opportunity to take legally compliant meal breaks, including because the very few~~required to watch training videos during her meal breaks. Another example, Employees' meal breaks he could take were often cut short or interrupted by phone calls and work requests from Employee's supervisors and managers. Employer also maintained a time-keeping practice that automatically recorded meal breaks for employee who work over twelve hours per shift but Employer failed to provide Employee and others with their second meal break as required by law to cover the cash register due to understaffing. Employers also continued to assert control over ~~Employee~~Employees and the Aggrieved Employees, or some of them, by, among other things, requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying ~~Employee~~Employees and the Aggrieved Employees, or some of them, permission to take a meal period under the conditions required by law, and without properly compensating ~~Employee~~Employees and the Aggrieved Employees, or some of them, for meal periods that were not provided as required by law. Employers also did not inform ~~Employee~~Employees of ~~Employee's~~their right to, nor permitted ~~Employee~~them to take, all of ~~Employee's~~Employees'

second meal periods when ~~Employee~~they worked at least ten hours of work in a workday and otherwise unlawfully pressured ~~Employee~~Employees to waive such breaks. Accordingly, Employers at times failed to provide meal periods to ~~Employee~~Employees and the Aggrieved Employees, or some of them, in compliance with California law.

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~~Employee~~

Employees and the Aggrieved Employees, or some of them, are thus entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s). Employers, however, at times failed to pay ~~Employee~~Employees and the Aggrieved Employees, or some of them, the additional wages to which they were entitled for meal periods that were not provided. ~~Employee does~~Employees do not recall ever receiving any meal and rest break premiums.

As a result, Employers are liable to ~~Employee~~Employees and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to provide meal periods ~~and~~and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e., more than two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Throughout the statutory period, Employers at times have wrongfully failed to authorize and permit ~~Employee~~Employees and the Aggrieved Employees, or some of them, to take legally compliant rest periods in a manner required by law (and also including but not limited to failing, at times, to authorize and permit Plaintiff, the Class, and the Aggrieved Employees, or some of them, the opportunity to leave the work premises to take rest periods). Employers at times required ~~Employee~~Employees and the Aggrieved Employees, or some of them, to work in excess of four consecutive hours a day without Employers' authorizing and permitting ~~Employee~~Employees to take a ~~10~~10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating ~~Employee~~Employees and the Aggrieved Employees, or some of them, for rest periods that were not authorized or permitted.

Instead, Employers at times continued to assert control over ~~Employee~~Employees and the Aggrieved Employees, or some of them, by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or ~~at times~~ by denying ~~Employee~~Employees and the Aggrieved Employees, or some of them, permission to take a rest period. For example, ~~most~~at times, it was impossible for ~~Employee~~Employees and others to take rest breaks due to being understaffed. ~~Employer~~Employers required ~~that Employee and others respond to work-related calls, text messages, and other requests~~Employees to tend to customers during ~~their~~ rest breaks. ~~Employee would be reprimanded or otherwise penalized for not responding immediately, even during the few breaks Employee took, including but not limited to resolving customer complaints, helping customers at the fitting room and cash register.~~ Accordingly, Employers at times failed to authorize and permit ~~Employee~~Employees and the Aggrieved Employees, or some of them, to take rest periods in compliance with California law. ~~Employee~~

Employees and the Aggrieved Employees, or some of them, are thus entitled to be paid one hour of additional wages for each workday ~~he or she was~~they were not authorized and permitted to take all required rest period(s). Employers, however, at times failed to pay ~~Employee~~Employees and the Aggrieved Employees, or some of them, the additional wages to which they were entitled for rest periods that they were not authorized and permitted to

take.

As a result, Employers are liable to ~~Employee~~Employees and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

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Failure to Pay All Earned Wages Twice Per Month

Based on Employers' failure at times to pay ~~Employee~~Employees and the Aggrieved Employees, or some of them, for all wages as discussed above, Employers also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout ~~the~~the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for overtime hours worked. However, at times, Employers failed and refused to pay the ~~Employee~~Employees all wages due, and failed to pay those wages twice a month, in that ~~Employee was~~Employees were not paid all wages for all meal periods not provided by Employers, all wages for all rest periods not authorized and permitted by Employers, and all wages for all hours worked. As a result, Employers owe ~~Employee~~Employees the legally required wages for unpaid wages, and ~~Employee~~Employees and the Aggrieved Employees, or some ~~of them~~of them, suffered damages in ~~those~~those amounts.

Moreover, Employers are liable to ~~Employee~~Employees and the Aggrieved Employees, ~~or some of them~~, for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

~~Employee seeks~~Employees seek penalties under California Labor Code § ~~1174~~1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable ~~WCI~~WCI Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Employers, however, at times failed to maintain accurate records of hours worked and all meal periods taken or missed by ~~Employee~~Employees and the Aggrieved Employees, or some of them.

Employers' failure to provide and maintain records required by the California Labor Code and the applicable ~~WCI~~WCI Wage Orders deprived ~~Employee~~Employees and the Aggrieved Employees, or some ~~of them~~of them, the ability to know, understand and question the accuracy and frequency ~~of meal~~of meal periods, and the accuracy of their hours worked stated in Employers' records. Therefore, ~~Employee~~Employees and the ~~Aggrieved Employees~~Aggrieved Employees, or some ~~of them~~of them, had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Employers. As a direct result, ~~Employee~~Employees and the Aggrieved Employees, or some of them, have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorneys' fees in seeking to compel Employers to fully perform their obligation under state law, all to their respective damage in amounts according to ~~proof at~~proof at trial. As a result of Employers' knowing failure, at times, to

comply with the California Labor Code and applicable ~~IWC~~ IWC Wage Orders, ~~Employee~~Employees and the Aggrieved Employees, or some ~~of them of them~~, have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at ~~the~~the time of discharge are due and payable immediately, and that if an employee

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~~Page 6 of 9~~ voluntarily leaves his or her employment, his or her wages shall become due and payable not later

than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Direct deposits of wages to an employee's bank, saving and loan, or credit union account that were previously authorized by the employee are immediately terminated when an employee quits or is discharged, and the payment of wages upon termination of employment in the manner described above shall apply unless the employee has voluntarily authorized that deposit and provided that the employer complies with the provisions of Labor Code § 213(d) relating to the payment of wages upon termination or quitting of employment.

Within the applicable statute of limitations, the employment of ~~Employee~~Employees and many other Aggrieved Employees ended, i.e., was terminated by quitting or being discharged, and the employment of others will be terminated. However, during the relevant time period, Employers at times failed, and continue at times to fail, to pay ~~Employee~~Employees and ~~terminated~~terminated Aggrieved Employees, or some of them, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Employers' employment. These unpaid wages include wages for unpaid work time (including minimum, straight time, and overtime wages), missed meal period premium wages, and missed rest period premium wages. Employers also violated, and continue to violate, Labor Code section 213(d) by paying final wages (if any are paid at all) via direct deposit without the employee's voluntary authorization.

Employers' conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty ~~(30)~~ (30) days.

Accordingly, ~~Employee~~Employees and the Aggrieved Employees, or some of them, are entitled to recover from Employers their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to Labor Code § 203. Moreover, Employers are liable to ~~Employee~~Employees and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination, and for unlawfully making any such payment (if any) via direct deposit without the employee's voluntary authorization.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees an accurate itemized wage statement

in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6)

(6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226(e)(2)(B)(iii).)

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The statute further provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees." (Lab. Code § 226(e)(1).)

Throughout the statutory period, Employers at times failed to, and continue at times to fail, to timely furnish ~~Employee~~ Employees and the Aggrieved Employees, or some of them, with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law).

Because Employers at times violated Labor Code § 226, ~~Employee~~ Employees and similarly Aggrieved Employees, or some of them, suffered injury and damage to their statutorily protected rights. Accordingly, ~~Employee~~ Employees and similarly Aggrieved Employees, or some of them, are entitled to recover from Employers the greater of their actual damages caused by Employers' failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee. Moreover, Employers are liable to ~~Employee~~ Employees and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code § 226.3 for failing to timely furnish accurate itemized wage statements.

Failure to Indemnify for Necessary Expenditures

Labor Code § 2802(a) provides that employers shall indemnify their employees for all necessary business expenditures or losses that have been incurred by the employees in direct discharge of his or her duties. Throughout the statute of limitations period applicable to this cause of action, Employers at times wrongfully required ~~Employee~~ Employees and the Aggrieved Employees, or some of them, to pay expenses that they incurred in direct discharge of their duties for Employers, including, but not limited to, ~~the use of Employee's personal work attire, mileage, and cell phone for work-related purposes. Employee expenses.~~ Employees and the Aggrieved Employees, or some of them, at times paid out-of-pocket for necessary employment-related expenses. ~~Employee~~ Employees and the Aggrieved Employees, or some of them, incurred substantial expenses as a direct result of performing their job duties for Employers, but Employers failed to indemnify ~~Employee~~ Employees and the Aggrieved Employees, ~~or some of them,~~ for these employment-related expenses.

As a result, Employers are liable to ~~Employee~~ Employees and the Aggrieved Employees, or

some of them, for the civil penalties provided for in Labor Code §§ 2802 and 2699(f)(2) for failing to indemnify ~~Employee~~Employees and the Aggrieved Employees, or some of them, for necessary business expenditures.

Failure to Produce Requested Employment Records

Labor Code § 226 provides that current and former employees have the right to inspect or receive a copy of their records pertaining to their employment, upon reasonable request to their employer. Under this statute, an employer that receives a request to inspect or receive a copy of records pertaining to a current or former employee must comply with the request as soon as practicable, but no later than twenty-one (21) calendar days from the date of the request. Labor Code § ~~198.5~~1198.5(a) also provides that every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating

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~~Notice of Labor Code Violations and
PAGA November 25, 2025~~

~~Page 8 of 9~~ to the employees' performance or to any grievance concerning the employee. Under this statute, upon written request from a current or former employee or his or her representative, an employer

must make the contents of those personnel records available for inspection or provide a copy of the personnel records to the current or former employee, or his or her representative, not later than thirty (30) calendar days from the date the employer receives the written request, subject to some limited exceptions. Labor Code § 432 provides that if an employee or applicant signs any instrument relating to the obtaining or holding of employment, he or she shall be given a copy of the instrument upon request.

On information and belief, ~~Employee~~Employees and the Aggrieved Employees, or some of them, submitted written request(s) to Employers for their payroll records, timecards, and personnel records but did not timely receive them as required by the Labor Code.

As a result, Employers are liable to ~~Employee~~Employees and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 226(~~£f~~), ~~198.5~~1198.5(k), and 2699 for failing to timely produce the requested records.

Recordkeeping Requirement Violations

California Labor Code section 1174 requires employers to keep "accurate and complete" payroll records showing, among other things, the hours worked daily by Employees and Aggrieved Employees. All applicable IWC Wage Orders, section 7 similarly requires employers to keep accurate time records reflecting the times during which all owed meal periods were provided each day.

Based on information and belief, Employers at times failed, and continue at times to fail, to keep accurate and complete payroll records as required by law, including but not limited to the following records: total daily hours worked, applicable rates of pay, time records showing when ~~Employee~~Employees and other Aggrieved Employees began and ended each work period, time records of meal periods, and accurate itemized wage statements.

Based on information and belief, Employers at times failed and continue at times to fail to keep accurate and complete records showing total hours worked by ~~Employee~~Employees and Aggrieved Employees, or some of them, by virtue of Employers' time ~~rounding~~rounding and/or auto deduction policies and practices and/or other off-the-clock work policies and practices.

Employers ~~failed~~ at times failed and continue at times to fail to keep accurate and complete

records showing total hours worked by virtue of Employers' failure to relieve ~~Employee~~Employees and Aggrieved Employees, or some of them, of all duties and Employers' control for unpaid meal periods, resulting in unpaid hours worked.

Based on information and belief, Employers further failed at times, and continue at times to fail, to record the true start and end times of ~~Employee's~~Employees' and ~~Aggrieved~~Aggrieved Employees' meal periods, or some of them.

Based on further information and belief, Employers further failed at times and continue at times to fail, to record the true start and end times of ~~Employee's~~Employees' and Aggrieved Employees' work shifts, or some of them.

Additionally, Employers at times failed, and continue at times to fail, to keep accurate records and issue accurate wage statements by not documenting accrued sick time for ~~Employee~~Employees and ~~Aggrieved~~Aggrieved Employees, or some of them.

Employers' failure to keep "accurate and complete" payroll records for ~~Employee~~Employees and Aggrieved Employees, or some of them, violates Labor Code sections 1174,

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~~Page 9 of 9~~ 1198, 1199, and all applicable ~~IWC~~IWC Wage Orders, section 7. These violations subject Employers to civil penalties under Labor Code sections 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and Wage Order provision, for each Aggrieved ~~Employee~~Employees (or some of them), results in a separate civil penalty.¹

Action for Civil Penalties Under PAGA

In light of the above, ~~Employee alleges~~Employees allege that Employers violated the following provisions of the Labor Code with respect to the Aggrieved Employees, ~~or some of them:~~

1. ~~1-~~Labor Code §§ 204, 510, 1194, 1197, and ~~1198~~1198 by failing ~~at times~~ to pay for all hours worked, including minimum wages, straight time wages, and overtime wages;
2. Labor Code § 226.7 and applicable Wage Orders by failing ~~at times~~ to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing ~~at times~~ to authorize and permit rest periods;
4. Labor Code § 204 by failing ~~at times~~ to pay all earned wages two times per month;
5. California Labor Code § 1174.5 and applicable Wage Orders by failing ~~at times~~ to maintain accurate records of hours worked and meal periods taken or missed;
6. Labor Code §§ ~~201-201~~ to 203 by willfully failing ~~at times~~ to pay all wages owed at termination;
7. Labor Code § 226 by failing ~~at times~~ to provide accurate itemized wage statements;
8. Labor Code § 2802 by failing ~~at times~~ to indemnify for necessary expenditures;
9. Labor Code §§ 226, 432, and 1198.5 by failing ~~at times~~ to timely produce requested payroll records, timecards, and personnel records; and

¹ See Lab. Code §2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period").

10. Labor Code § 1174 by failing ~~at times~~ to keep accurate and complete payroll records.

Therefore, on behalf of potentially all Aggrieved Employees, ~~Employee seeks~~ Employees seek applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ ~~210, 226.3~~ 210, 226.3, 1174.5, 1197.1, and 2699.

~~Employee has~~ Employees have placed Employers on notice by mailing a certified copy of this correspondence, as indicated on the first page. Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

~~WILSHIRE LAW FIRM~~ FIRM


~~Jose Patino~~

Andrew Sandoval, Esq.

[†] See Lab. Code §2699(1)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period").

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November 25³, 2025

LWDA Attn. PAGA
Administrator 1515 Clay
Street, Ste. 801 Oakland, CA
94612

(Via ~~Online~~ Online
Submission)

~~Wolters Kluwer~~

Peter Davidson Agent for
Service of Process ~~330 N.~~
~~Brand Blvd~~ 151 Kalmus Dr.,
Ste. ~~700 Glendale~~ K-1 Costa
Mesa, CA ~~91203~~ 92626

~~Sean Paisan, Esq. John Yslas, Esq. Tyler~~
~~Woods, Esq. Nicol Hajjar, Esq. Thiago~~
~~Coelho, Esq. Benjamin Haber, Esq.~~

(Via Certified Mail, Return Receipt Requested).

#9489-0090-0027-6490-0256-73

~~H, 9489-0090-0027-6490-0222-52~~

~~H, 9489-0090-0027-6490-0222-69~~

~~Electro Tech Machining, Inc.~~

~~1269 Brighton Henrietta Townline Rd.~~

~~Rochester, NY 14623~~ Healthcare Services, Inc. 151 Kalmus Dr.,

Ste. K-1 Costa Mesa, CA 92626

(Via Certified Mail, Return Receipt Requested)

#9489-0090-0027-6490-0256-59

~~H, 9489-0090-0027-6490-0222-45~~

~~Electro Tech Machining, Inc.~~

~~P.O. Box 92610 Rochester, NY~~

~~14692~~

~~(Via Certified Mail, Return Receipt Requested)~~

Re: ~~Thomas Rojas Lopez v. Electro Tech Machining~~ Maryann Martinez v. Healthcare Services, Inc.,
et al.

Notice of Labor Code Violations and PAGA Penalties

To Whom It May Concern:

Please be advised that my office has been retained by ~~Thomas Rojas Lopez~~ Maryann Martinez ("Mr." ~~Ms. Rojas Lopez~~ Martinez" or "'Employee'"") to pursue a Labor Code Private Attorneys General Act of 2004 ("PAGA") representative action (Cal. Lab. Code §§ 2699, *et seq.*) against Employee's former employers, ~~Electro Tech Machining, Inc.~~ ("Electro Tech" Healthcare Services, Inc. ("Healthcare Services, Inc." or "'Employers'""). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which we allege Employers engaged in with respect to Employee and potentially all of Employers' Aggrieved Employees.

~~Thomas Rojas Lopez~~ Maryann Martinez wishes to pursue this action on behalf of Employees as Aggrieved Employees, on behalf of the State of California, as well as on behalf of ~~potentially~~ potentially all other persons who worked for ~~Electro Tech Machining~~ Healthcare Services, Inc. in California as a non-exempt or hourly- paid employee at any time within the applicable statutory period (hereafter, the "'Aggrieved Employees'").

Employee and the Aggrieved Employees, or some of them, suffered the Labor Code violations

described below.

~~Mr. Ms. Rojas Lopez~~ Martinez's Employment with ~~Electro-Tech Machining~~ Healthcare Services, Inc.

~~Electro-Tech~~ Healthcare Services, Inc. is a ~~logistics~~ alcohol and ~~trucking~~ drug detox and rehabilitation company. Employee worked as a ~~Warehouse Supervisor~~ Housekeeper. Employee's primary job function was to ~~train new employees, assist drivers, supervise the warehouse and organize work schedules~~ clean patient rooms, make beds, change mattresses, and other tasks. In ~~performing~~ performing Employee's duties, Employee was regularly required to perform work (off-the-clock), without compensation, including; but not

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Page 2 of 9 limited to, responding arriving to work-related communications from supervisors on his personal cell phone concerning work assignments, directives, and inquiries, in lieu of taking lawful meal and rest periods and during non-scheduled a parking lot at least thirty minutes prior to her shift in order to wait for a

shuttle operated by Employer to carry Employee and others to the work ~~hourssite~~. Due to understaffing and high workloads, Employee was also frequently deprived of an opportunity to take legally compliant meal and rest breaks. Specifically, Employee regularly and consistently ~~had experienced~~ late, short, and interrupted meal breaks, ~~and Employee has no recollection of ever receiving~~ because she was required to carry her personal cell phone with her during such periods and immediately respond to demands from her supervisors, who required Employee to perform work tasks in lieu of taking meal and rest breaks. Employers also failed to provide Employee and other Aggrieved Employees with the meal and rest break premiums as required by the Labor Code. Additionally, Employee necessarily incurred business- related expenses, including, but not limited to, the use of Employee's personal cell phone for work related purposes, but Employers failed to reimburse such business-related expenses. These are just non-exhaustive examples of the facts and theories the Employee asserts, which are described in more detail below.

Employers own/owned and operate/operated an industry, business, and establishment within the State of California. As such and based upon all the facts and circumstances incident to Employers' business in California, Employers are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business & Professions Code.

~~Thomas Rojas Lopez~~ Maryann Martinez is a resident of ~~Whittier~~ El Monte, California who worked for Employers in ~~Los Angeles~~ Orange County, California as an hourly-paid, non-exempt employee from approximately ~~June 2024~~ December 2019 to approximately ~~October~~ June 2025.

During Employee's employment for Employers, Employers paid Employee an hourly wage and classified Employee as non-exempt from overtime. Employers typically scheduled Employee to work, on average, at least ~~five~~ four days in a workweek and, on average, at least eight hours per day, but Employee also worked more than eight hours in a workday and more than forty (40) hours in a workweek.

Throughout Employee's employment, Employers failed to pay for all hours worked (including minimum, straight time, and overtime wages), failed to provide Employee with legally compliant meal periods, failed to authorize and permit Employee to take rest periods, failed to timely pay all final wages to Employee when Employers terminated Employee's employment, failed to furnish accurate wage statements to Employee, failed to indemnify Employee for business expenditures, and failed to timely produce Employee's requested employment records. As discussed below, Employee's experience working for Employers was typical and illustrative.

Failure to Pay for All Hours Worked, Including Minimum, Straight, and Overtime Wages

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

Throughout the statutory period, Employers failed to pay Employee and the Aggrieved Employees, or some of them, for all hours worked, including minimum, straight time, and overtime wages.

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Page 3 of 9 Employers at time required Employee and the Aggrieved Employees, or some of them, to work ~~"off-the-clock,"~~ uncompensated, by, for example, requiring Employee and the Aggrieved Employees to perform work during uncompensated meal periods and rest periods, and requiring Employee and the Aggrieved Employees to perform work before clocking in and/or after clocking out. For example, Employee and others were required to arrive at a parking lot at least thirty minutes prior to their shifts to wait for an Employer-operated shuttle to carry them to Employer's facility. Employee was not permitted to commute directly to Employer's facility. As ~~one another~~ example, ~~employer~~ Employer required Employee and others to carry ~~his~~ their personal cell ~~phone~~ phones at all times and to immediately respond to phone calls and text messages ~~from s'Upervisors~~ from supervisors under threat of discipline or reprimand both during meal and rest breaks and while off the clock.

Some of this unpaid work should have been paid at the overtime rate. California Labor Code § 510 requires that employers compensate employees 1.5 times their regular rate of pay when employees work over eight hours per day, 40 hours per week, or when employees work up to eight hours on any seventh day of a workweek. Employers failed to properly calculate Employee's regular rate of pay when paying overtime, by failing to include all compensation in Employee's overtime calculations, including hours worked off the clock. In failing to pay for all hours worked, Employers also failed to maintain accurate records of the hours Employee and the Aggrieved Employees, or some of them, worked.

As a result, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 210, ~~1197.1~~ 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including minimum, straight time, and overtime wages.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s). Despite these legal requirements, Employers at times wrongfully failed to provide Employee and the Aggrieved Employees, or some of them, with their legally mandated 30-minute, ~~uninterr~~ uninterrupted, and duty-free meal period in a manner required by law (and also including but not limited to failing at times to provide Plaintiff, the Class, and the Aggrieved Employees, or some of them, the opportunity to leave the work premises to take meal periods). For example, Employee ~~was frequently deprived of an opportunity to take legally compliant meal breaks, including because the very few meal breaks he could take were often cut short or interrupted by phone calls and work requests from Employee's supervisors and managers. Employer also maintained a time keeping practice that automatically recorded meal breaks for employee who work over twelve hours per shift but Employer failed to provide Employee and others with their second meal break as required by law~~ routinely experienced missed, late, and interrupted meal periods due to the busy nature of the workplace. Indeed, Employers expected and required their employees to respond to work related phone calls and text messages during meal breaks and perform work tasks in lieu of taking a compliant meal period.

Employers also continued to assert control over Employee and the Aggrieved Employees, or some of them, by, among other things, requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying Employee and the Aggrieved Employees, or some

of them, permission to take a meal period under the conditions required by law, and without properly compensating Employee and the Aggrieved Employees, or some of them, for meal periods that were not provided as required by law. Employers also did not inform Employee of Employee's right to, nor permitted Employee to take, all of Employee's second meal periods when Employee worked at least ten hours of work

in a workday and otherwise unlawfully pressured Employee to waive such breaks. Accordingly, Employers at times failed to provide meal periods to Employee and the Aggrieved Employees, or some of them, in compliance with California law.

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Employee and the Aggrieved Employees, or some of them, are thus entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s). Employers, however, at times failed to pay Employee and the Aggrieved Employees, or some of them, the additional wages to which they were entitled for meal periods that were not provided. Employee does not recall receiving any meal and rest break premiums.

As a result, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to provide meal periods ~~and~~ and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e., more than two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Throughout the statutory period, Employers at times have wrongfully failed to authorize and permit Employee and the Aggrieved Employees, or some of them, to take legally compliant rest periods in a manner required by law (and also including but not limited to failing, at times, to authorize and permit Plaintiff, the Class, and the Aggrieved Employees, or some of them, the opportunity to leave the work premises to take rest periods). Employers at times required Employee and the Aggrieved Employees, or some of them, to work in excess of four consecutive hours a day without Employers' authorizing and permitting Employee to take a ~~10~~ 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating Employee and the Aggrieved Employees, or some of them, for rest periods that were not authorized or permitted.

Instead, Employers at times continued to assert control over Employee and the Aggrieved Employees, or some of them, by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or at times by denying Employee and the Aggrieved Employees, or some of them, permission to take a rest period. For example, ~~most~~ at times, it was impossible for Employee and others to take rest breaks due to ~~being understaffed~~ high workload and understanding of the work environment. Employer required that Employee and others respond to work related calls, text-messages, and other requests during rest breaks. Employee would be reprimanded or otherwise penalized for not responding immediately, even during the few breaks Employee took. Accordingly, Employers at times failed to authorize and permit Employee and the Aggrieved Employees, or some of them, to take rest periods in compliance with California law. Employee and the Aggrieved Employees, or some of them, are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Employers, however, at times failed to pay Employee and the Aggrieved Employees, or some of them, the additional wages to which they were entitled for rest periods that they were not authorized and permitted to take.

As a result, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

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Failure to Pay All Earned Wages Twice Per Month

Based on Employers' failure at times to pay Employee and the Aggrieved Employees, or some of them, for all wages as discussed above, Employers also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout ~~the~~ statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for overtime hours worked. However, at times, Employers failed and refused to pay the Employee all wages due, and failed to pay those wages twice a month, in that Employee was not paid all wages for all meal periods not provided by Employers, all wages for all rest periods not authorized and permitted by Employers, and all wages for all hours worked. As a result, Employers owe Employee the legally required wages for unpaid wages, and Employee and the Aggrieved Employees, or some ~~of them~~ of them, suffered damages in ~~these~~ those amounts.

Moreover, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

Employee seeks penalties under California Labor Code § ~~1174~~ 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable ~~WCIWC~~ WCIWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Employers, however, at times failed to maintain accurate records of hours worked and all meal periods taken or missed by Employee and the Aggrieved Employees, or some of them.

Employers' failure to provide and maintain records required by the California Labor Code and the applicable ~~WCIWC~~ WCIWC Wage Orders deprived Employee and the Aggrieved Employees, or some ~~of them~~ of them, the ability to know, understand and question the accuracy and frequency ~~of meal~~ of meal periods, and the accuracy of their hours worked stated in Employers' records. Therefore, Employee and the ~~Aggrieved Employees~~ Aggrieved Employees, or some ~~of them~~ of them, had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Employers. As a direct result, Employee and the Aggrieved Employees, or some of them, have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorneys' fees in seeking to compel Employers to fully perform their obligation under state law, all to their respective damage in amounts according to ~~proof at~~ proof at trial. As a result of Employers' knowing failure, at times, to comply with the California Labor Code and applicable ~~WCIWC~~ WCIWC Wage Orders, Employee and the Aggrieved Employees, or some ~~of them~~ of them, have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at ~~the~~the time of discharge are due and payable immediately, and that if an employee

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~~Page 6 of 9~~ voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Direct deposits of wages to an employee's bank, saving and loan, or credit union account that were previously authorized by the employee are immediately terminated when an employee quits or is discharged, and the payment of wages upon termination of employment in the manner described above shall apply unless the employee has voluntarily authorized that deposit and provided that the employer complies with the provisions of Labor Code § 213(d) relating to the payment of wages upon termination or quitting of employment.

Within the applicable statute of limitations, the employment of Employee and many other Aggrieved Employees ended, i.e., was terminated by quitting or being discharged, and the employment of others will be terminated. However, during the relevant time period, Employers at times failed, and continue at times to fail, to pay Employee and ~~terminated~~terminated Aggrieved Employees, or some of them, without abatement, ~~all~~ wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Employers' employment. These unpaid wages include wages for unpaid work time (including minimum, straight time, and overtime wages), missed meal period premium wages, and missed rest period premium wages. Employers also violated, and continue to violate, Labor Code section 213(d) by paying final wages (if any are paid at all) via direct deposit without the employee's voluntary authorization.

Employers' conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty ~~(30)~~ (30) days.

Accordingly, Employee and the Aggrieved Employees, or some of them, are entitled to recover from Employers their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to Labor Code § 203.

Moreover, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination, and for unlawfully making any such payment (if any) via direct deposit without the employee's voluntary authorization.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, ~~(6)~~

(6) the inclusive dates of the period for which the employee is paid, ~~(7)~~ (7) the name of the employee and the last four digits of his or her social security number or an employee identification number

other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226(e)(2)(B)(iii).)

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The statute further provides: ""An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees." (Lab. Code § 226(e)(4).)

Throughout the statutory period, Employers at times failed to, and continue at times to fail, to timely furnish Employee and the Aggrieved Employees, or some of them, with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law).

Because Employers at times violated Labor Code § 226, Employee and similarly Aggrieved Employees, or some of them, suffered injury and damage to their statutorily protected rights. Accordingly, Employee and similarly Aggrieved Employees, or some of them, are entitled to recover from Employers the greater of their actual damages caused by Employers' failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee. Moreover, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code § 226.3 for failing to timely furnish accurate itemized wage statements.

Failure to Indemnify for Necessary Expenditures

Labor Code § 2802(a) provides that employers shall indemnify their employees for all necessary business expenditures or losses that have been incurred by the employees in direct discharge of his or her duties. Throughout the statute of limitations period applicable to this cause of action, Employers at times wrongfully required Employee and the Aggrieved Employees, or some of them, to pay expenses that they incurred in direct discharge of their duties for Employers, including, but not limited to, the use of Employee's personal cell phone for work related purposes. Employee and the Aggrieved Employees, or some of them, at times paid out-of-pocket for necessary employment-related expenses. Employee and the Aggrieved Employees, or some of them, incurred substantial expenses as a direct result of performing their job duties for Employers, but Employers failed to indemnify Employee and the Aggrieved Employees, or some of them, for these employment-related expenses.

As a result, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 2802 and 2699(f)(2) for failing to indemnify Employee and the Aggrieved Employees, or some of them, for necessary

business expenditures.

Failure to Produce Requested Employment Records

Labor Code § 226 provides that current and former employees have the right to inspect or receive a copy of their records pertaining to their employment, upon reasonable request to their employer. Under this statute, an employer that receives a request to inspect or receive a copy of records

pertaining to a current or former employee must comply with the request as soon as practicable, but no later than twenty-one (21) calendar days from the date of the request. Labor Code § ~~198.5~~ 1198.5(a) also provides that every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating

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~~Page 8 of 9~~ to the employees' performance or to any grievance concerning the employee. Under this statute, upon written request from a current or former employee or his or her representative, an employer must make the contents of those personnel records available for inspection or provide a copy of the personnel records to the current or former employee, or his or her representative, not later than thirty (30) calendar days from the date the employer receives the written request, subject to some limited exceptions.

Labor Code § 432 provides that if an employee or applicant signs any instrument relating to the obtaining or holding of employment, he or she shall be given a copy of the instrument upon request. On information and belief, Employee and the Aggrieved Employees, or some of them, submitted written request(s) to Employers for their payroll records, timecards, and personnel records but did not timely receive them as required by the Labor Code.

As a result, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 226(~~f~~), ~~198.5~~ 1198.5(k), and 2699 for failing to timely produce the requested records.

Recordkeeping Requirement Violations

California Labor Code section 1174 requires employers to keep ~~"~~"accurate and complete"~~"~~ payroll records showing, among other things, the hours worked daily by Employees and Aggrieved Employees. All applicable IWC Wage Orders, section 7 similarly requires employers to keep accurate time records reflecting the times during which all owed meal periods were provided each day.

Based on information and belief, Employers at times failed, and continue at times to fail, to keep accurate and complete payroll records as required by law, including but not limited to the following records: total daily hours worked, applicable rates of pay, time records showing when Employee and other Aggrieved Employees began and ended each work period, time records of meal periods, and accurate itemized wage statements.

Based on information and belief, Employers at times failed and continue at times to fail to keep accurate and complete records showing total hours worked by Employee and Aggrieved Employees, or some of them, by virtue of Employers' ~~"~~"time rounding"~~"~~ and/or auto deduction policies and practices and/or other off-the-clock work policies and practices. Employers failed at times and continue at times to fail to keep accurate and complete records showing total hours worked by virtue of Employers' ~~"~~"failure to relieve Employee and Aggrieved Employees, or some of them, of all duties and Employers' control for unpaid meal periods, resulting in unpaid hours worked."~~"~~

Based on information and belief, Employers further failed at times, and continue at times to fail, to record the true start and end times of Employee's and ~~Aggrieved~~ Aggrieved Employees' meal periods, or some of them.

Based on further information and belief, Employers further failed at times and continue at times to fail, to record the true start and end times of Employee's and Aggrieved Employees' work shifts, or some of them.

Additionally, Employers at times failed, and continue at times to fail, to keep accurate records and issue accurate wage statements by not documenting accrued sick time for Employee and ~~Aggrieved~~ Aggrieved Employees, or some of them. Employers' failure to keep "accurate and complete" payroll records for Employee and Aggrieved Employees, or some of them, violates Labor Code sections 1174,

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~~Page 9 of 9~~ 1198, 1199, and all applicable ~~IWC~~ IWC Wage Orders, section 7. These violations subject Employers to civil penalties under Labor Code sections 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and Wage Order provision, for each Aggrieved Employee (or some of them), results in a separate civil penalty.¹

Action for Civil Penalties Under PAGA

In light of the above, Employee alleges that Employers violated the following provisions of the Labor Code with respect to the Aggrieved Employees, or some of them:

1. ~~1.~~ Labor Code §§ 204, 510, 1194, 1197, and ~~1198~~ 1198 by failing at times to pay for all hours worked, including minimum wages, straight time wages, and overtime wages;
2. Labor Code § 226.7 and applicable Wage Orders by failing at times to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing at times to authorize and permit rest periods;
4. Labor Code § 204 by failing at times to pay all earned wages two times per month;
5. California Labor Code § 1174.5 and applicable Wage Orders by failing at times to maintain accurate records of hours worked and meal periods taken or missed;
6. Labor Code §§ ~~201~~ 201 to 203 by willfully failing at times to pay all wages owed at termination;
7. Labor Code § 226 by failing at times to provide accurate itemized wage statements;
8. Labor Code § 2802 by failing at times to indemnify for necessary expenditures;
9. Labor Code §§ 226, 432, and 1198.5 by failing at times to timely produce requested payroll records, timecards, and personnel records; and
10. Labor Code § 1174 by failing at times to keep accurate and complete payroll records.

Therefore, on behalf of potentially Aggrieved Employees, Employee seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ ~~210, 226.3~~ 210, 226.3, 1174.5, 1197.1, and 2699.

¹ See Lab. Code §2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period").

Employee has placed Employers on notice by mailing a certified copy of this correspondence, as indicated on the first page. Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

WILSHIRE LAW ~~FIRM~~FIRM


Jose Patino

Aram Boyadjian, Esq.

⁺ See Lab. Code §2699(1)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period").

~~BRETT BAGWELL 2149323601 CT DALLAS SOP TEAM 1999 BRYAN STREET
DALLAS TX 75201~~

~~SHI ²JR ² MCMAHON 2149323601 KBR INC.
2000 W GAYLORD ST
1.0 LBS LTR 1 OF 1~~

~~LONG BEACH CA 90813~~

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~~||||| | ||| |||~~

~~UPS NEXT DAY AIR~~



November 6, 2025

LWDA Attn. PAGA Administrator
1515 Clay Street, Ste. 801 Oakland,
CA 94612
(Via Online Submission)

Vernell Hill Agent for Service of Process Service
First of Northern California 1225 Mill Way
Stockton, CA 95209
(Via Certified Mail, Return Receipt Requested)

Service First of Northern California
102 W. Bianchi Rd.
Stockton, CA 95207

(Via Certified Mail, Return Receipt Requested)

Re: ~~Thomas Rojas Lopez v. Electro-Tech Machining, Inc., et al.~~ Re:
Rebecca Sutton v. Service First of Northern California
Notice of Labor Code Violations and PAGA Penalties

To Whom It May Concern:

Please be advised that my office has been retained by ~~Thomas Rojas Lopez~~ Rebecca Sutton ("~~Mr. Ms. Rojas Lopez~~" Sutton" or "Employee") to pursue a Labor Code Private Attorneys General Act of 2004 ("PAGA") representative action (Cal. Lab. Code §§ 2699, *et seq.*) against Employee's former employers, ~~Electro-Tech Machining, Inc.~~ ("~~Electro-Tech~~" Service First of Northern California ("Service First" or "Employers"). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which we allege Employers engaged in with respect to Employee and potentially all of Employers' Aggrieved Employees.

~~Thomas Rojas Lopez~~ Rebecca Sutton wishes to pursue this action on behalf of Employees as Aggrieved Employees, on behalf of the State of California, as well as on behalf of ~~potentially~~ potentially all other persons who worked for ~~Electro-Tech Machining, Inc.~~ Service First in California as a non-exempt or hourly- paid employee at any time within the applicable statutory period (hereafter, the "Aggrieved Employees").

Employee and the Aggrieved Employees, or some of them, suffered the Labor Code violations described below.

~~Mr. Ms. Rojas Lopez~~' Sutton's Employment with ~~Electro-Tech Machining, Inc.~~ Service First

~~Electro-Tech is a logistics and trucking company~~ Service First provides care and therapy services. Employee worked as a ~~Warehouse Supervisor~~ Caregiver. Employee's primary job function was to ~~train new employees, assist drivers, supervise the warehouse and organize work schedules~~ provide care to patients. In ~~performing~~ performing Employee's duties, Employee was regularly required to perform work (off-the-clock), without compensation, including; but not

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Page 2 of 9 limited to, ~~responding~~ tending to work-related communications from supervisors on his personal cell phone concerning work assignments, directives, and inquiries, patients' needs in lieu of taking lawful meal ~~and rest periods and during non-scheduled work hours period~~.

Employee was also frequently deprived of an opportunity to take legally compliant meal and rest breaks. Specifically, Employee regularly and consistently had late, short, and interrupted meal breaks, and Employee has no recollection of ~~ever~~ receiving meal and rest break premiums as required by the Labor Code. Additionally, Employee necessarily incurred business-related expenses, including, but not limited

to, the use of Employee's personal cell phone for work related purposes and costs associated with the purchase of work uniforms, but Employers failed to reimburse such business-related expenses. These are just non-exhaustive examples of the facts and theories the Employee asserts, which are described in more detail below.

Employers own/owned and operate/operated an industry, business, and establishment within the State of California. As such and based upon all the facts and circumstances incident to Employers' business in California, Employers are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business & Professions Code.

~~Thomas Rojas Lopez~~ Rebecca Sutton is a resident of ~~Whittier~~, California who worked for Employers in ~~Los Angeles County~~, California as an hourly- paid, non-exempt employee from approximately ~~June 2024~~ April 2025 to approximately ~~October~~ September 2025.

During Employee's employment for Employers, Employers paid Employee an hourly wage and classified Employee as non-exempt from overtime. Employers typically scheduled Employee to work, on average, at least five days in a workweek and, on average, at least eight hours per day, but Employee also worked more than eight hours in a workday and more than forty (40) hours in a workweek.

Throughout Employee's employment, Employers failed to pay for all hours worked (including minimum, straight time, and overtime wages), failed to provide Employee with legally compliant meal periods, failed to authorize and permit Employee to take rest periods, failed to timely pay all final wages to Employee when Employers terminated Employee's employment, failed to furnish accurate wage statements to Employee, failed to indemnify Employee for business expenditures, and failed to timely produce Employee's requested employment records. As discussed below, Employee's experience working for Employers was typical and illustrative.

Failure to Pay for All Hours Worked, Including Minimum, Straight, and Overtime Wages

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

Throughout the statutory period, Employers failed to pay Employee and the Aggrieved Employees, or some of them, for all hours worked, including minimum, straight time, and overtime wages.

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~~Page 3 of 9~~ Employers at time required Employee and the Aggrieved Employees, or some of them, to work "off-the-clock," uncompensated, by, for example, requiring Employee and the Aggrieved Employees to perform work during uncompensated meal periods and rest periods, and requiring Employee and the Aggrieved Employees to perform work before clocking in and/or after clocking out. As just one example, ~~employer~~ Employers required Employee to ~~carry his personal cell phone at all times and to immediately respond to phone calls and text messages from s' Supervisors under threat of discipline or reprimand both during meal and rest breaks and while~~ tend to patients in lieu of taking a meal period. Employee's meal breaks were also often interrupted by management. As another example, Employee often communicated with management, on her personal cell phone, off the clock.

Some of this unpaid work should have been paid at the overtime rate. California Labor Code § 510 requires that employers compensate employees 1.5 times their regular rate of pay when employees work over eight hours per day, 40 hours per week, or when employees work up to eight hours on any seventh day of a workweek. Employers failed to properly calculate Employee's regular rate of pay when paying overtime, by failing to include all compensation in Employee's overtime calculations, including hours worked off the clock. In failing to pay for all hours worked, Employers also failed to maintain accurate records of the hours Employee and the Aggrieved Employees, or some of them, worked.

As a result, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 210, ~~1197.1~~ 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including minimum, straight time, and overtime wages.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, Employers at times wrongfully failed to provide Employee and the Aggrieved Employees, or some of them, with their legally mandated 30-minute, ~~uninterrupted~~ ~~uninterrupted~~ ~~uninterrupted~~, and duty-free meal period in a manner required by law (and also including but not limited to failing at times to provide Plaintiff, the Class, Employee and the Aggrieved Employees, or some of them, the opportunity to leave the work premises to take meal periods). For example, Employee was frequently deprived of an opportunity to take legally compliant meal breaks. ~~Indeed, including because the very few Employee was expected to address and attend to patients' needs while on her meal breaks he could take were often cut short or interrupted by phone calls and work requests from Employee's supervisors and managers. Employer also maintained a time keeping practice that automatically recorded meal breaks for employee who work over twelve hours per shift but Employer failed to provide Employee and others with their second meal break as required by law. Employee and other Aggrieved Employees were also unable to leave the work premises during their meal breaks due to Employers' requirement that employees remain at a patient's house throughout their shifts.~~

Employers also continued to assert control over Employee and the Aggrieved Employees, or some of them, by, among other things, requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking

mandatory meal periods, or by denying Employee and the Aggrieved Employees, or some of them, permission to take a meal period under the conditions required by law, and without properly compensating Employee and the Aggrieved Employees, or some of them, for meal periods that were not provided as required by law. Employers also did not inform Employee of Employee's right to, nor permitted Employee to take, all of Employee's second meal periods when Employee worked at least ten hours of work in a workday and otherwise unlawfully pressured Employee to waive such breaks. Accordingly, Employers at times failed to provide meal periods to Employee and the Aggrieved Employees, or some of them, in compliance with California law.

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Employee and the Aggrieved Employees, or some of them, are thus entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s). Employers, however, at times failed to pay Employee and the Aggrieved Employees, or some of them, the additional wages to which they were entitled for meal periods that were not provided. Employee does not recall receiving ~~any~~ meal and rest break premiums for all of the late, short, and interrupted breaks.

As a result, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to provide meal periods ~~and~~ and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e., more than two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Throughout the statutory period, Employers at times have wrongfully failed to authorize and permit Employee and the Aggrieved Employees, or some of them, to take legally compliant rest periods in a manner required by law (and also including but not limited to failing, at times, to authorize and permit ~~Plaintiff, the Class,~~ Employee and the Aggrieved Employees, or some of them, the opportunity to leave the work premises to take rest periods). Employers at times required Employee and the Aggrieved Employees, or some of them, to work in excess of four consecutive hours a day without Employers' authorizing and permitting Employee to take a ~~10~~ 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating Employee and the Aggrieved Employees, or some of them, for rest periods that were not authorized or permitted.

Instead, Employers at times continued to assert control over Employee and the Aggrieved Employees, or some of them, by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or at times by denying Employee and the Aggrieved Employees, or some of them, permission to take a rest period. ~~For example, most times, it was impossible for~~ Indeed, similar to is meal period practices, Employee and ~~others to take~~ other Aggrieved Employees routinely and consistently were not afforded complaint rest breaks due to ~~being understaffed. Employer required that Employee and others respond to work related calls, text messages, and other requests during rest breaks. Employee would be reprimanded or otherwise penalized for not responding immediately, even during the few breaks Employee took~~ the busy nature of the work environment and Employers' unrealistic expectations.

Accordingly, Employers at times failed to authorize and permit Employee and the Aggrieved Employees, or some of them, to take rest periods in compliance with California law. Employee and the Aggrieved Employees, or some of them, are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Employers, however, at times failed to pay Employee and the Aggrieved Employees, or some of them, the additional wages to which they were entitled for rest periods that they were not authorized and permitted to take.

As a result, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

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Failure to Pay All Earned Wages Twice Per Month

Based on Employers' failure at times to pay Employee and the Aggrieved Employees, or some of them, for all wages as discussed above, Employers also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout ~~the~~the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages

owed, rest period premium wages owed, and wages owed for overtime hours worked. However, at times, Employers failed and refused to pay the Employee all wages due, and failed to pay those wages twice a month, in that Employee was not paid all wages for all meal periods not provided by Employers, all wages for all rest periods not authorized and permitted by Employers, and all wages for all hours worked. As a result, Employers owe Employee the legally required wages for unpaid wages, and Employee and the Aggrieved Employees, or some ~~of them~~of them, suffered damages in ~~those~~those amounts.

Moreover, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

Employee seeks penalties under California Labor Code § ~~1174~~1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable ~~WCIWC~~WCIWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded. Employers, however, at times failed to maintain accurate records of hours worked and all meal periods taken or missed by Employee and the Aggrieved Employees, or some of them.

Employers' failure to provide and maintain records required by the California Labor Code and the applicable ~~WCIWC~~WCIWC Wage Orders deprived Employee and the Aggrieved Employees, or some ~~of them~~of them, the ability to know, understand and question the accuracy and frequency ~~of meal~~of meal periods, and the accuracy of their hours worked stated in Employers' records. Therefore, Employee and the ~~Aggrieved Employees~~Aggrieved Employees, or some ~~of them~~of them, had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Employers. As a direct result, Employee and the Aggrieved Employees, or some of them, have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorneys' fees in seeking to compel Employers to fully perform their obligation under state law, all to their respective damage in amounts according to ~~proof at~~proof at trial. As a result of Employers' knowing failure, at times, to comply with the California Labor Code and applicable ~~WCIWC~~WCIWC Wage Orders, Employee and the Aggrieved Employees, or some ~~of them~~of them,

have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at ~~the~~the time of discharge are due and payable immediately, and that if an employee

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~~Page 6 of 9~~ voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Direct deposits of wages to an employee's bank, saving and loan, or credit union account that were previously authorized by the employee are immediately terminated when an employee quits or is discharged, and the payment of wages upon termination of employment in the manner described above shall apply unless the employee has voluntarily authorized that deposit and provided that the employer complies with the provisions of Labor Code § 213(d) relating to the payment of wages upon termination or quitting of employment.

Within the applicable statute of limitations, the employment of Employee and many other Aggrieved Employees ended, i.e., was terminated by quitting or being discharged, and the employment of others will be terminated. However, during the relevant time period, Employers at times failed, and continue at times to fail, to pay Employee and ~~tem~~minated Aggrieved Employees, or some of them, without abatement, ~~all~~ wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Employers' employment. These unpaid wages include wages for unpaid work time (including minimum, straight time, and overtime wages), missed meal period premium wages, and missed rest period premium wages. Employers also violated, and continue to violate, Labor Code section 213(d) by paying final wages (if any are paid at all) via direct deposit without the employee's voluntary authorization. Employee recalls that she did not receive her owed final wages at the me of her termination.

Employers' conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty ~~(30)~~ (30) days.

Accordingly, Employee and the Aggrieved Employees, or some of them, are entitled to recover from Employers their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to Labor Code § 203.

Moreover, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination, and for unlawfully making any such payment (if any) via direct deposit without the employee's voluntary authorization.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages

earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, ~~(6)~~

~~(6)~~ the inclusive dates of the period for which the employee is paid, ~~(7)~~ (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226(e)(2)(B)(iii).)

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The statute further provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees." (Lab. Code § 226(e)(4).)

///

Throughout the statutory period, Employers at times failed to, and continue at times to fail, to timely furnish Employee and the Aggrieved Employees, or some of them, with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law).

Because Employers at times violated Labor Code § 226, Employee and similarly Aggrieved Employees, or some of them, suffered injury and damage to their statutorily protected rights. Accordingly, Employee and similarly Aggrieved Employees, or some of them, are entitled to recover from Employers the greater of their actual damages caused by Employers' failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee. Moreover, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code § 226.3 for failing to timely furnish accurate itemized wage statements.

Failure to Indemnify for Necessary Expenditures

Labor Code § 2802(a) provides that employers shall indemnify their employees for all necessary business expenditures or losses that have been incurred by the employees in direct discharge of his or her duties. Throughout the statute of limitations period applicable to this cause of action, Employers at times wrongfully required Employee and the Aggrieved Employees, or some of them, to pay expenses that they incurred in direct discharge of their duties for Employers, including, but not limited to, the use of Employee's personal cell phone for work related purposes and costs associated with the purchase of work uniforms. Employee and the Aggrieved Employees, or some of them, at times paid out-of-pocket for necessary employment-related expenses, including use of a personal cell phone and laundering of work uniforms. Employee and the Aggrieved Employees, or some of them, incurred substantial expenses as a direct result of performing their job duties for Employers, but Employers failed to indemnify Employee and the

Aggrieved Employees, or some of them, for these employment-related expenses.

As a result, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 2802 and 2699(f)(2) for failing to indemnify Employee and the Aggrieved Employees, or some of them, for necessary business expenditures.

Failure to Produce Requested Employment Records

Employee requested a copy of her personnel file, but Employer did not provide it. Labor Code § 226 provides that current and former employees have the right to inspect or receive a copy of their records pertaining to their employment, upon reasonable request to their employer. Under this statute, an employer that receives a request to inspect or receive a copy of records pertaining to a current or former employee must comply with the request as soon as practicable, but no later than twenty-one (21) calendar days from the date of the request. Labor Code § ~~198.5~~1198.5(a) also provides that every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating

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to the employees' performance or to any grievance concerning the employee. Under this statute, upon written request from a current or former employee or his or her representative, an employer must make the contents of those personnel records available for inspection or provide a copy of the personnel records to the current or former employee, or his or her representative, not later than thirty (30) calendar days from the date the employer receives the written request, subject to some limited exceptions.

Labor Code § 432 provides that if an employee or applicant signs any instrument relating to the obtaining or holding of employment, he or she shall be given a copy of the instrument upon request. On information and belief, not just Employee ~~and the~~, but also Aggrieved Employees, or some of them, have submitted written request(s) to Employers for their payroll records, timecards, and personnel records but did not timely receive them as required by the Labor Code.

As a result, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 226(~~£f~~), ~~198.5~~1198.5(k), and 2699 for failing to timely produce the requested records.

Recordkeeping Requirement Violations

California Labor Code section 1174 requires employers to keep "accurate and complete" payroll records showing, among other things, the hours worked daily by Employees and Aggrieved Employees. All applicable IWC Wage Orders, section 7 similarly requires employers to keep accurate time records reflecting the times during which all owed meal periods were provided each day.

Based on information and belief, Employers at times failed, and continue at times to fail, to keep accurate and complete payroll records as required by law, including but not limited to the following records: total daily hours worked, applicable rates of pay, time records showing when Employee and other Aggrieved Employees began and ended each work period, time records of meal periods, and accurate itemized wage statements.

Based on information and belief, Employers at times failed and continue at times to fail to keep accurate and complete records showing total hours worked by Employee and Aggrieved Employees, or some of them, by virtue of Employers' time ~~rounding~~rounding and/or auto deduction policies and practices and/or other off-the-clock work policies and

practices. Employers failed at times and continue at times to fail to keep accurate and complete records showing total hours worked by virtue of Employers' failure to relieve Employee and Aggrieved Employees, or some of them, of all duties and Employers' control for unpaid meal periods, resulting in unpaid hours worked.

Based on information and belief, Employers further failed at times, and continue at times to fail, to record the true start and end times of Employee's and Aggrieved Employees' meal periods, or some of them. Based on further information and belief, Employers further failed at times and continue at times to fail, to record the true start and end times of Employee's and Aggrieved Employees' work shifts, or some of them.

Additionally, Employers at times failed, and continue at times to fail, to keep accurate records and issue accurate wage statements by not documenting accrued sick time for Employee and Aggrieved Employees, or some of them. Employers' failure to keep "accurate and complete" payroll records for Employee and Aggrieved Employees, or some of them, violates Labor Code sections 1174,

~~LWDA~~

~~Notice of Labor Code Violations and~~

~~PAGA November 25, 2025~~

~~Page 9 of 9~~ 1198, 1199, and all applicable ~~WCIWC~~ Wage Orders, section 7. These violations subject Employers to civil penalties under Labor Code sections ~~558.1558~~, ~~226.6210~~, ~~226.7~~, 1174.5 and 2699. Each violation of each Labor Code section and Wage Order provision, for each Aggrieved Employee (or some of them), results in a separate civil penalty.¹

Action for Civil Penalties Under PAGA

In light of the above, Employee alleges that Employers violated the following provisions of the Labor Code with respect to the Aggrieved Employees, or some of them:

1. ~~1.~~ Labor Code §§ 204, 510, 1194, 1197, and ~~1198~~ 1198 by failing at times to pay for all hours worked, including minimum wages, straight time wages, and overtime wages;
2. Labor Code § 226.7 and applicable Wage Orders by failing at times to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing at times to authorize and permit rest periods;
4. Labor Code § 204 by failing at times to pay all earned wages two times per month;
5. California Labor Code § 1174.5 and applicable Wage Orders by failing at times to maintain accurate records of hours worked and meal periods taken or missed;
6. Labor Code §§ ~~201~~ 201 to 203 by willfully failing at times to pay all wages owed at termination;
7. Labor Code § 226 by failing at times to provide accurate itemized wage statements;
8. Labor Code § 2802 by failing at times to indemnify for necessary expenditures;
9. Labor Code §§ 226, 432, and 1198.5 by failing at times to timely produce requested payroll records, timecards, and personnel records; and
10. Labor Code § 1174 by failing at times to keep accurate and complete payroll records.

¹ See Lab. Code §2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period").

Therefore, on behalf of potentially Aggrieved Employees, Employee seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ ~~210,226.3~~210, 226.3, 1174.5, 1197.1, and 2699.

Employee has placed Employers on notice by mailing a certified copy of this correspondence, as indicated on the first page. Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

WILSHIRE LAW ~~FIRM~~FIRM


~~Jose Patino~~

Mariam Nazaretyan, Esq.

¹ See Lab. Code §2699(1)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period").

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~~LWDA~~

~~Attn. PAGA Administrator 1515 Clay Street, Ste. 801 Oakland, CA 94612~~
~~(Via 011111e Submission)~~

~~Wolters Kluwer~~

~~Agent for Service of Process 330 N. Brand Blvd, Ste. 700 Glendale, CA-~~
~~91203~~

November ~~25~~11, 2025

~~Electro-Tech Machining, Inc.~~
~~1269 Brighton Henrietta Townline Rd.~~
~~Rochester, NY 14623~~

LWDA Attn. PAGA Administrator 1515 Clay
Street, Ste. 801 Oakland, CA 94612
(Via Online Submission)

Calson Management, LLC
4950 Allison Parkway, Suite F
Vacaville, CA 95688

(Via Certified Mail, Return Receipt Requested) # 9489-0090-0027-6490-0241-71
~~'H, 9489-0090-0027-6490-0222-45~~

~~Electro-Tech Machining, Inc.~~
~~P.O. Box 92610 Rochester, NY 14692~~

Jason Reyes Agent for Service of
Process for: Calson Management,
LLC 4950 Allison Parkway, Suite F
Vacaville, CA 95688

(Via Certified Mail, Return Receipt
Requested, I)

(Via Certified Mail, Return Receipt
Requested) # 9489-0090-0027-6490-
0241-88

~~'H, 9489-0090-0027-6490-0222-52~~
~~'H, 9489-0090-0027-6490-0222-69~~

Re: ~~Thomas Rojas Lopez v. Electro-Tech Machining, Inc., et al~~ Re: Lowana Nelson v. Calson
Management, LLC

Notice of Labor Code Violations and PAGA Penalties

To Whom It May Concern:

Please be advised that my office has been retained by ~~Thomas Rojas Lopez~~ Lowana Nelson ("Mr. ~~Ms. Rojas Lopez~~" or "Employee" Nelson) to pursue a Labor Code Private Attorneys General Act of 2004 ("PAGA") representative action (Cal. Lab. Code §§ 2699, et seq.) against ~~Employee's former employers, Electro-Tech Machining, Inc. ("Electro-Tech" or "Employers").~~ The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which we allege ~~Employers engaged in with respect to Employee and potentially all of Employers' Aggrieved Employees.~~

~~Thomas Rojas Lopez~~ Calson Management, LLC (“Calson”). Ms. Nelson wishes to pursue this action on behalf of ~~Employees as Aggrieved Employees~~ herself, on behalf of the State of California, ~~as well as~~ and on behalf ~~of~~ potentially of potentially all other persons who worked for ~~Electro Tech Machining, Inc.~~ Calson in California as ~~a~~ non-exempt or hourly- paid ~~employee~~ employees at any time within the applicable statutory period (hereafter, ~~the~~ “Aggrieved Employees”).

~~Employee~~ The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which we allege Calson engaged in with respect to Ms. Nelson and the all Aggrieved Employees, ~~or some of them,~~.

Ms. Nelson alleges that she and other Aggrieved Employees suffered the Labor Code violations described below.

~~Mr. Ms. Rojas Lopez~~ Nelson’s Employment with ~~Electro Tech Machining, Inc.~~ Calson

~~Electro Tech~~ Calson is a ~~logistics and trucking~~ senior living management company. ~~Employee~~ Ms. Nelson worked as a ~~Warehouse Supervisor. Employee~~ caregiver. Ms. Nelson’s primary job ~~function~~ was to train new employees, assist drivers, supervise the warehouse and organize work schedules. In performing Employee’s functions were to provide personal care and escort residents at the senior living facility. In performing her duties, ~~Employee~~ Ms. Nelson was regularly required to perform work (off-the-clock), without compensation, ~~including, but not~~

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~~limited to, responding to work-related communications from supervisors on his personal cell phone concerning work assignments, directives, and inquiries, in lieu of taking lawful meal and rest periods and during non-scheduled work hours. Employee.~~ Due to understaffing and high workloads, Ms. Nelson was also frequently deprived of an opportunity to take legally compliant meal and breaks. ~~Specifically, Employee regularly and consistently had late, short, and interrupted meal breaks, and Employee has no recollection of ever receiving~~ rest breaks. Calson failed to provide Ms. Nelson with meal and rest break premiums as required by the Labor Code. Additionally, ~~Employee~~ Ms.

Nelson necessarily incurred certain business-related expenses, ~~including, but not limited to, the use of Employee's personal cell phone for work related purposes,~~ but EmployersCalson failed to reimburse such business-related expenses. These are just non-exhaustive examples of the facts and theories ~~the Employee~~Ms. Nelson asserts, which are described in more detail below.

~~Employers own~~Calson owns/owned and ~~operate~~operates/operated an industry, business, and establishment within the State of California. As such and based upon all the facts and circumstances incident to ~~Employers'Calson's~~ business in California, ~~Employers are~~Calson is subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business & Professions Code.

~~Thomas Rojas Lopez~~Ms. Nelson ~~Whittier, California~~ who worked for EmployersCalson in Los AngelesSolano County, California as an hourly-paid, non-exempt employee from approximately ~~June~~January 2024 to approximately ~~October 2025~~November 2024.

During ~~Employee~~Ms. Nelson's employment for ~~Employers,~~EmployersCalson, Calson paid ~~Employee~~Ms. Nelson an hourly wage and classified ~~Employee~~Ms. Nelson as non-exempt from overtime. EmployersCalson typically scheduled EmployeeMs. Nelson to work, ~~on average,~~ at least five days in a workweek and, ~~on average,~~ at least eight hours per day, but EmployeeMs. Nelson also worked more than eight hours in a workday and more than forty (40) hours in a workweek.

Throughout ~~Employee~~Ms. Nelson's employment, EmployersCalson failed to pay for all hours worked (including minimum, straight time, and overtime wages), failed to provide EmployeeMs. Nelson with legally compliant meal periods, failed to authorize and permit EmployeeMs. Nelson to take rest periods, failed to timely pay all final wages to EmployeeMs. Nelson when Employers terminated~~Employee~~Ms. Nelson's employment terminated, failed to furnish accurate wage statements to Employee,Ms. Nelson, and failed to indemnify EmployeeMs. Nelson for business expenditures, ~~and failed to timely produce Employee's requested employment records~~. As discussed below, EmployeeMs. Nelson's experience working for EmployersCalson was typical and illustrative.

Failure to Pay for All Hours Worked, Including Minimum, Straight, and Overtime Wages

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

Throughout the statutory period, EmployersCalson failed to pay EmployeeMs. Nelson and ~~the other~~ Aggrieved Employees, ~~or some of them,~~ for all hours worked, including minimum, straight time,

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and overtime wages.

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~~Employers at time~~ Calson required ~~Employee~~ Ms. Nelson and ~~the other~~ Aggrieved Employees, ~~or some of them~~, to work ~~"off-the-clock,"~~ uncompensated, by, for example, f

requiring ~~Employee~~ Ms. Nelson and ~~the other~~ Aggrieved Employees to perform work during ~~uncompensated unpaid~~ meal periods ~~and rest periods, and requiring Employee and the Aggrieved Employees to perform work before clocking in and/or after clocking out.~~ As one example, mployer required Employee to carry his personal cell phone at all times and to immediately respond to phone calls and text messages from s'Upervisors under threat of discipline or reprimand both during meal and rest breaks and while off the clock. Some of this unpaid work should have been paid at the overtime rate. California Labor Code § 510 requires that employers compensate employees 1.5 times their regular rate of pay when employees work over eight hours per day, 40 hours per week, or when employees work up to eight hours on any seventh day of a workweek. Employers Calson failed to properly calculate Employee's Ms. Nelson's and other Aggrieved Employees' regular rate of pay when paying overtime, by failing to include all compensation in Employee's overtime calculations, ~~including hours worked off the clock~~. In failing to pay for all hours worked, Employers Calson also failed to maintain accurate records of the hours Employee Ms. Nelson and ~~the other~~ Aggrieved Employees, ~~or some of them~~, worked.

As a result, ~~Employers are~~ Calson is liable to Employee Ms. Nelson and ~~the other~~ Aggrieved Employees, ~~or some of them~~, for the civil penalties provided for in Labor Code §§ 210, ~~1197.1~~ 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including minimum, straight time, and overtime wages.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, ~~Employers at times~~ Calson wrongfully failed to provide Employee Ms. Nelson and ~~the other~~ Aggrieved Employees, ~~or some of them~~, with ~~their~~ legally mandated 30-minute, ~~unintertupted~~ uninterrupted, and duty-free meal period in a manner required by law ~~(and also including but not limited to failing at times to provide Plaintiff, the Class, and the Aggrieved Employees, or some of them, the opportunity to leave the work premises to take meal periods).~~ For example, Employee was frequently deprived of an opportunity to take legally compliant meal breaks, including because the very few meal breaks he could take were often cut short or interrupted by phone calls and work requests from Employee's supervisors and managers. Employer also maintained a time keeping practice that automatically recorded meal breaks for employee who work over twelve hours per shift but Employer failed to provide Employee and others with their second meal break as required by law.

~~Employers~~ Calson also continued to assert control over ~~Employee~~ Ms. Nelson and ~~the other~~ Aggrieved Employees, ~~or some of them~~, by, among other things, requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying ~~Employee~~ Ms. Nelson and ~~the other~~ Aggrieved Employees, ~~or some of them~~, permission to take a meal period under the conditions required by law, and without properly compensating ~~Employee~~ Ms. Nelson and ~~the other~~ Aggrieved Employees, ~~or some of them~~, for meal periods that were not provided as required by law. ~~Employers~~ Calson also did not inform ~~Employee~~ Ms. Nelson and other Aggrieved Employees of ~~Employee's~~ their right to, nor permitted ~~Employee~~ Ms. Nelson and other Aggrieved Employees to take, all of ~~Employee's~~ Ms. Nelson and other Aggrieved Employees' second meal periods when ~~Employee~~ Ms. Nelson and other Aggrieved Employees worked at least ten hours of work in a workday ~~and otherwise unlawfully pressured Employee to waive such breaks~~. Accordingly, ~~Employers at times~~ Calson failed to provide meal periods to ~~Employee~~ Ms. Nelson and ~~the other~~ Aggrieved Employees, ~~or some of them~~, in compliance with California law.

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~~Employee and the~~

Ms. Nelson and other Aggrieved Employees, ~~or some of them~~, are thus entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s). Employers Calson, however, ~~at times~~ failed to pay Employee Ms. Nelson and the other Aggrieved Employees, ~~or some of them~~, the additional wages to which they were entitled for meal periods that were not provided. ~~Employee does not recall receiving any meal and rest break premiums.~~

As a result, ~~Employers are~~ Calson is liable to Employee Ms. Nelson and the other Aggrieved Employees, ~~or some of them~~, for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to provide meal periods ~~and~~ and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e., more than ~~two~~ three and a half hours). Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Throughout the statutory period, ~~Employers at times have~~ Calson has wrongfully failed to authorize and permit Employee Ms. Nelson and the other Aggrieved Employees, ~~or some of them~~, to take legally compliant rest periods in a manner required by law ~~(and also including but not limited to failing, at times, to authorize and permit Plaintiff, the Class, and the Aggrieved Employees, or some of them, the opportunity to leave the work premises to take rest periods)~~. Employers at times, Calson required Employee Ms. Nelson and the other Aggrieved Employees, ~~or some of them~~, to work in excess of ~~four~~ three and a half consecutive hours a day without ~~Employers'~~ authorizing and permitting Employee Ms. Nelson and other Aggrieved Employees to take a ~~10~~ 10-minute, uninterrupted, duty-free rest period ~~for every four hours of work (or major fraction of four hours)~~, or without compensating Employee Ms. Nelson and the other Aggrieved Employees, ~~or some of them~~, for rest periods that were not authorized or permitted.

Instead, ~~Employers at times~~ Calson continued to assert control over Employee Ms. Nelson and the other Aggrieved Employees, ~~or some of them~~, by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or ~~at times~~ by denying Employee Ms. Nelson and the other Aggrieved Employees, ~~or some of them~~, permission to take a rest period. ~~For example, most times, it was impossible for Employee and others to take rest breaks due to being understaffed. Employer required that Employee and others respond to work related calls, text messages, and other requests during rest breaks. Employee would be reprimanded or otherwise penalized for not responding~~

~~immediately, even during the few breaks Employee took altogether.~~ Even when Ms. Nelson was able to take rest breaks, they were frequently cut short. Accordingly, ~~Employers at times~~ Calson failed to authorize and permit ~~Employee~~ Ms. Nelson and ~~the other~~ Aggrieved Employees, ~~or some of them,~~ to take rest periods in compliance with California law. ~~Employee~~ Ms. Nelson and ~~the other~~ Aggrieved Employees, ~~or some of them,~~ are thus entitled to be paid one hour of additional wages for each workday ~~he or she was~~ they were not authorized and permitted to take all required rest period(s). ~~Employers~~ Calson, however, ~~at times~~ failed to pay ~~Employee~~ Ms. Nelson and ~~the other~~ Aggrieved Employees, ~~or some all~~ of ~~them,~~ the additional wages to which they were entitled for rest periods that they were not authorized and permitted to take.

As a result, ~~Employers are~~ Calson is liable to ~~Employee~~ Ms. Nelson and ~~the other~~ Aggrieved Employees, ~~or some of them,~~ for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

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Failure to Pay All Earned Wages Twice Per Month

Based on ~~Employers'~~ Calson's failure ~~at times~~ to pay ~~Employee~~ Ms. Nelson and ~~the other~~ Aggrieved Employees, ~~or some of them,~~ for all wages as discussed above, ~~Employers~~ Calson also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout ~~the~~ the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for overtime hours worked. However, ~~at times,~~ ~~Employers~~ Calson failed and refused to pay ~~the Employee~~ Ms. Nelson and other Aggrieved Employees all wages due, and failed to pay those wages twice a month, in that ~~Employee was~~ Ms. Nelson and other Aggrieved Employees were not paid all wages for all meal periods not provided by ~~Employers~~ Calson, all wages for all rest periods not authorized and permitted by ~~Employers~~ Calson, and all wages for all hours worked. As a result, ~~Employers owe~~ Employee Calson owes

Ms. Nelson and other Aggrieved Employees the legally required wages for unpaid wages, and ~~Employee~~ Ms. Nelson and ~~the other~~ Aggrieved Employees, ~~or some of them,~~ suffered damages in ~~those~~ those amounts.

Moreover, ~~Employers are~~ Calson is liable to ~~Employee~~ Ms. Nelson and ~~the other~~ Aggrieved Employees, ~~or some of them,~~ for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

~~Employee~~ Ms. Nelson seeks penalties under California Labor Code § ~~1174~~ 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity,

employing labor who willfully fails to maintain accurate and complete records required by California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable ~~!WC~~IWC Order § 7(A)(3), every employer shall keep time records showing when ~~the employee begins~~employees begin and ~~ends~~end each work period. Meal periods and total hours worked daily shall also be recorded.

~~Employers~~Calson, however, ~~at times~~ failed to maintain accurate records of hours worked and all meal periods taken or missed by ~~Employee~~Ms. Nelson and ~~the other~~ Aggrieved Employees, ~~or some of them~~.

~~Employers'~~Calson's failure to provide and maintain records required by the California Labor Code and the applicable ~~!WC~~IWC Wage Orders deprived ~~Employee~~Ms. Nelson and ~~the other~~ Aggrieved Employees, ~~or some of them~~, the ability to know, understand, and question the accuracy and frequency ~~of meal~~of meal periods, and the accuracy of their hours worked stated in ~~Employers'~~Calson's records. Therefore, ~~Employee~~Ms. Nelson and ~~the Aggrieved Employees, or some of them,~~other Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to ~~Employers~~Calson. As a direct result, ~~Employee~~Ms. Nelson and ~~the other~~ Aggrieved Employees, ~~or some of them~~, have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorneys' fees in seeking to compel ~~Employers~~Calson to fully perform ~~their~~its obligation under state law, all to their respective damage in amounts according to ~~proof at~~proof at trial. As a result of ~~Employers'~~Calson's knowing failure, ~~at times~~, to comply with the California Labor Code and applicable ~~!WC~~IWC Wage Orders, ~~Employee~~Ms. Nelson and ~~the other~~ Aggrieved Employees, ~~or some of them~~, have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at ~~the~~the time of discharge are due and payable immediately, and that if an employee

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~~Page 6 of 9~~ voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Direct deposits of wages to an employee's bank, saving and loan, or credit union account that were previously authorized by the employee are immediately terminated when an employee quits or is discharged, and the payment of wages upon termination of employment in the manner described above shall apply unless the employee has voluntarily authorized that deposit and provided that the employer complies with the provisions of Labor Code § 213(d) relating to the payment of wages upon termination or quitting of employment.

Within the applicable statute of limitations, the employment of ~~Employee~~Ms. Nelson and ~~many~~ other Aggrieved Employees ~~ended, i.e., was terminated by quitting or being discharged, and the employment of others will be~~ terminated. However, during the relevant time period, ~~Employers at times~~Calson failed, ~~and continue at times to fail,~~ to pay ~~Employee~~Ms. Nelson and ~~terminated other~~ Aggrieved Employees, ~~or some of them~~, without abatement, ~~all~~ wages required to be paid by Labor Code sections 201 and 202

either at the time of discharge, or within seventy-two (72) hours of their leaving ~~Employers'~~Calson's employment. These unpaid wages include wages for unpaid work time (including minimum, straight-time, and overtime wages), missed meal period premium wages, and missed rest period premium wages. ~~Employers~~Calson also violated, ~~and continue to violate,~~ Labor Code section 213(d) by paying final wages (if any are paid at all) via direct deposit without ~~the employee's~~Ms. Nelson's and other Aggrieved Employees' voluntary authorization.

~~Employers'~~Calson's conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty ~~(30)~~ (30) days.

Accordingly, ~~Employee~~Ms. Nelson and ~~the other~~ Aggrieved Employees, ~~or some of them,~~ are entitled to recover from ~~Employers~~Calson their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to Labor Code § 203.

Moreover, ~~Employers are~~Calson is liable to ~~Employee~~Ms. Nelson and ~~the other~~ Aggrieved Employees, ~~or some of them,~~ for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination, and for unlawfully making any such payment (if any) via direct deposit without ~~the employee's~~Ms. Nelson's voluntary authorization.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: ~~(1)~~ gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, ~~(6)~~ (6) the inclusive dates of the period for which the employee is paid, ~~(7)~~ (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226(e)(2)(B)(iii).)

The statute further provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period

in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees." (Lab. Code § 226(e)(1).)

Throughout the statutory period, ~~Employers at times~~ Calson failed to, ~~and continue at times to fail, to~~ timely furnish Employee Ms. Nelson and ~~the other~~ Aggrieved Employees, ~~or some of them,~~ with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law).

Because ~~Employers at times~~ Calson violated Labor Code § 226, Employee Ms. Nelson and ~~similarly other~~ Aggrieved Employees, ~~or some of them,~~ suffered injury and damage to their statutorily protected rights. Accordingly, Employee Ms. Nelson and ~~similarly other~~ Aggrieved Employees, ~~or some of them,~~ are entitled to recover from Employers Calson the greater of their actual damages caused by Employers Calson's failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee. ~~Moreover, Employers are~~

Calson is thus liable to Employee Ms. Nelson and ~~the other~~ Aggrieved Employees, ~~or some of them,~~ for the civil penalties provided for in Labor Code § 226.3 for failing to timely furnish accurate itemized wage statements.

Failure to Indemnify for Necessary Expenditures

Labor Code § 2802(a) provides that employers shall indemnify their employees for all necessary business expenditures or losses that have been incurred by the employees in direct discharge of his or her duties. Throughout the statute of limitations period applicable to this cause of action, ~~Employers at times~~ Calson wrongfully required Employee Ms. Nelson and ~~the other~~ Aggrieved Employees, ~~or some of them,~~ to pay expenses that they incurred in direct discharge of their duties for ~~Employers, including, but not limited to, the use of Employee's personal cell phone for work related purposes.~~ Employee Calson. Ms. Nelson and ~~the other~~ Aggrieved Employees, ~~or some of them,~~ at times paid out-of-pocket for necessary employment-related expenses. ~~Employee including, without limitation, work-related uniforms.~~ Ms. Nelson and ~~the other~~ Aggrieved Employees, ~~or some of them,~~ incurred substantial expenses as a direct result of performing their job duties for Employers Calson, but Employers Calson failed to indemnify Employee Ms. Nelson and ~~the other~~ Aggrieved Employees, ~~or some of them,~~ for these employment-related expenses.

As a result, ~~Employers are~~ Calson is liable to Employee Ms. Nelson and ~~the other~~ Aggrieved Employees, ~~or some of them,~~ for the civil penalties provided for in Labor Code §§ 2802 and 2699(f)(2) for failing to indemnify Employee Ms. Nelson and ~~the other~~ Aggrieved Employees, ~~or some of them,~~ for necessary business expenditures.

Failure to Produce Requested Employment Records

~~Labor Code § 226 provides that current and former employees have the right to inspect or~~

~~receive a copy of their records pertaining to their employment, upon reasonable request to their employer. Under this statute, an employer that receives a request to inspect or receive a copy of records pertaining to a current or former employee must comply with the request as soon as practicable, but no later than twenty one (21) calendar days from the date of the request. Labor Code § 1198.5(a) also provides that every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating~~

~~LWDA~~

~~Notice of Labor Code Violations and~~

~~PAGA November 25, 2025~~

~~Page 8 of 9~~

~~to the employees' performance or to any grievance concerning the employee. Under this statute, upon written request from a current or former employee or his or her representative, an employer must make the contents of those personnel records available for inspection or provide a copy of the personnel records to the current or former employee, or his or her representative, not later than thirty (30) calendar days from the date the employer receives the written request, subject to some limited exceptions.~~

~~Labor Code § 432 provides that if an employee or applicant signs any instrument relating to the obtaining or holding of employment, he or she shall be given a copy of the instrument upon request. On information and belief, Employee and the Aggrieved Employees, or some of them, submitted written request(s) to Employers for their payroll records, timecards, and personnel records but did not timely receive them as required by the Labor Code.~~

~~As a result, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 226(f), 1198.5(k), and 2699 for failing to timely produce the requested records.~~

Recordkeeping Requirement Violations

~~California Labor Code section 1174 requires employers to keep "accurate and complete" payroll records showing, among other things, the hours worked daily by Employees and Aggrieved Employees. All applicable IWC Wage Orders, section 7 similarly requires employers to keep accurate time records reflecting the times during which all owed meal periods were provided each day.~~

~~Based on information and belief, Employers at times failed, and continue at times to fail, to keep accurate and complete payroll records as required by law, including but not limited to the following records: total daily hours worked, applicable rates of pay, time records showing when Employee and other Aggrieved Employees began and ended each work period, time records of meal periods, and accurate itemized wage statements.~~

~~Based on information and belief, Employers at times failed and continue at times to fail to keep accurate and complete records showing total hours worked by Employee and Aggrieved Employees, or some of them, by virtue of Employers' time rounding and/or auto deduction policies and practices and/or other off the clock work policies and practices. Employers failed at times and continue at times to fail to keep accurate and complete records showing total hours worked by virtue of Employers' failure to relieve Employee and Aggrieved Employees, or some of them, of all duties and Employers' control for unpaid meal periods, resulting in unpaid hours worked.~~

~~Based on information and belief, Employers further failed at times, and continue at times to fail, to record the true start and end times of Employee's and Aggrieved Employees' meal periods, or some of them.~~

~~Based on further information and belief, Employers further failed at times and continue at times to fail, to record the true start and end times of Employee's and Aggrieved Employees' work shifts, or some of them.~~

~~Additionally, Employers at times failed, and continue at times to fail, to keep accurate records~~

~~and issue accurate wage statements by not documenting accrued sick time for Employee and Aggrieved Employees, or some of them. Employers' failure to keep "accurate and complete" payroll records for Employee and Aggrieved Employees, or some of them, violates Labor Code sections 1174,~~

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~~1198, 1199, and all applicable IWC Wage Orders, section 7. These violations subject Employers to civil penalties under Labor Code sections 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and Wage Order provision, for each Aggrieved Employee (or some of them), results in a separate civil penalty.¹~~

Action for Civil Penalties Under PAGA

In light of the above, ~~Employee~~Ms. Nelson alleges that ~~Employers~~Calson violated the following provisions of the Labor Code with respect to ~~the Aggrieved Employees, or some of them:~~

- ~~1. I-~~Labor Code §§ 204, 510, 1194, 1197, and ~~I-198~~1198 by failing ~~at times~~ to pay for all hours worked, including minimum wages, straight time wages, and overtime wages;
2. Labor Code § 226.7 and applicable Wage Orders by failing ~~at times~~ to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing ~~at times~~ to authorize and permit rest periods;
4. Labor Code § 204 by failing ~~at times~~ to pay all earned wages two times per month;
5. California Labor Code § 1174.5 and applicable Wage Orders by failing ~~at times~~ to maintain accurate records of hours worked and meal periods taken or missed;
6. Labor Code §§ ~~204~~201 to 203 by willfully failing ~~at times~~ to pay all wages owed at termination;
7. Labor Code § 226 by failing ~~at times~~ to provide accurate itemized wage statements; and
8. Labor Code § 2802 by failing ~~at times~~ to indemnify for necessary expenditures;
- ~~9. Labor Code §§ 226, 432, and 1198.5 by failing at times to timely produce requested payroll records, timecards, and personnel records; and~~
- ~~10. Labor Code § 1174 by failing at times to keep accurate and complete payroll records.~~

Therefore, on behalf of ~~potentially~~ Aggrieved Employees, ~~Employee~~Ms. Nelson seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ ~~210, 226.3~~210, 226.3, 1174.5, 1197.1, and 2699.

~~Employee~~Ms. Nelson has placed ~~Employers~~Calson on notice by mailing a certified copy of this correspondence, as indicated on the first page. Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

WILSHIRE LAW ~~FIRM~~FIRM

~~□ □ D □~~

~~Jose Patino~~



John O. Bishay, Esq.

[†]See Lab. Code §2699(1)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period").

BRETT BAGWELL 2149323601 CT - DALLAS SOP TEAM 1999 BRYAN STREET
DALLAS TX 75201

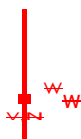
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~~Oakland, CA 94612~~
~~(Via 011111 Submission)~~

~~Wolters Kluwer~~

~~Agent for Service of Process 330 N. Brand Blvd, Ste. 700~~
~~Glendale, CA 91203~~

November 25

December 8, 2025

LWDA

~~Electro-Tech Machining~~
~~Attn. PAGA Administrator 1515 Clay Street,~~
~~Ste. 801 Oakland, CA 94612~~
~~(Via Online Submission)~~

Kevin Wooden, Esq.
Holden Law Group
P.O. Box 4559
Auburn, CA 95604

~~(Via Certified Mail, Return Receipt~~
~~Requeste, I Requested)~~
#9489 0090 0027 6620 2617 04

Production Framing, Inc.

~~1269 Brighton Henrietta Townline Rd.~~
~~Rochester, NY 14623~~

2000 Opportunity Drive, Suite 140 Roseville,
CA 95678

~~(Via Certified Mail, Return Receipt Requested)~~
#9489 0090 0027 6620 2616 81

~~'H, 9489-0090-0027-6490-0222-45~~

~~Electro-Tech Machining, Inc. P.O. Box~~
~~92610 Rochester, NY 14692~~

John L Boze Agent for Service of Process for: Production Framing, Inc. 400 Capitol Mall, Suite
1800 Sacramento, CA 95814

~~(Via Certified Mail, Return Receipt Requested)~~

#9489 0090 0027 6620 2616 98

~~'H, 9489-0090-0027-6490-0222-52~~

~~'H, 9489-0090-0027-6490-0222-69~~

~~Re: Thomas Rojas Lopez v. Electro-Tech Machining, Inc., et al~~ Re: Luis Angel Olmos Belmonte v.

Production Framing, Inc., et al.

Notice of California Labor Code Violations and PAGA Penalties

To Whom It May Concern:

Please be advised that my office has been retained by ~~Thomas Rojas Lopez ("Mr. Rojas Lopez" or "Employee")~~ Luis Angel Olmos Belmonte ("Plaintiff") to pursue a California Labor Code Private Attorneys General Act ~~of 2004 ("PAGA")~~ representative action (Cal. Lab. Code, §§ 2699, *et seq.*) against ~~Employee's~~his former ~~employers, Electro Tech Machining, Inc. ("Electro Tech" or "Employers")~~employer, Production Framing, Inc. ("Defendant"). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which ~~we allege Employers~~Defendant is alleged to have engaged in with respect to ~~Employee~~Plaintiff and ~~potentially all of Employers'~~other persons who worked for Defendant in California as a non-exempt or hourly-paid employee at any time within the applicable statutory period (the "Aggrieved Employees").

~~Thomas Rojas Lopez~~Plaintiff wishes to pursue this action ~~on behalf of Employees as Aggrieved Employees~~as an aggrieved employee, on behalf of the State of California, as well as on behalf of ~~potentially~~all other ~~persons who worked for Electro Tech Machining, Inc. in California as a non-exempt or hourly-paid employee at any time within the applicable statutory period (hereafter, the "Aggrieved Employees")~~.

~~Employee~~Plaintiff and the Aggrieved Employees, ~~or some of them~~, suffered the California Labor Code violations described below.

Mr. Rojas Lopez' Plaintiff's Employment with Electro-Tech Machining, Inc. Defendant

~~Electro Tech is a logistics and trucking company. Employee worked as a Warehouse Supervisor. Employee's primary job function was to train new employees, assist drivers, supervise the warehouse and organize work schedules. In performing Employee's duties, Employee was regularly required to perform work (off the clock), without compensation, including, but not~~

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~~limited to, responding to work related communications from supervisors on his personal cell phone concerning work assignments, directives, and inquiries, in lieu of taking lawful meal and rest periods and during non-scheduled work hours. Employee was also frequently deprived of an opportunity to take legally compliant meal and breaks. Specifically, Employee regularly and consistently had late, short, and interrupted meal breaks, and Employee has no recollection of ever receiving meal and rest break premiums as required by the Labor Code. Additionally, Employee necessarily incurred business related expenses, including, but not limited to, the use of Employee's personal cell phone for work related purposes, but Employers failed to reimburse such business related expenses. These are just non-exhaustive examples of the facts and theories the Employee asserts, which are described in more detail below.~~

~~Employers own/~~

Defendant owns or owned and ~~operate/operates or~~ operated an industry, business, and establishment within the State of California. As such, and based upon all the facts and circumstances incident to ~~Employers~~Defendant's business in California, ~~Employers are~~Defendant is subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business ~~&and~~ Professions Code. Defendant's business is one of the largest single-family residential framing contractors in Sacramento.

~~Thomas Rojas-Lopez~~Plaintiff Luis Angel Olmos Belmonte is a resident of ~~Whittier,~~ California who worked for ~~Employers~~Defendant in ~~Los Angeles~~Sacramento County, California as an hourly-paid, non-exempt employee from approximately ~~June 2024~~March 2025 to ~~approximately October~~May 2025. Plaintiff worked as Carpenter and Framer, and his primary job functions were to help lay out walls and build them.

~~During Employee's employment for Employers, Employers paid Employee an hourly wage and classified Employee as non-exempt from overtime. Employers~~In performing Plaintiff's duties, Plaintiff was regularly required to perform work (off-the-clock), without compensation, including but not limited arriving to work earlier to prepare his work materials and tools in order to begin working promptly at his scheduled time. Plaintiff was also frequently deprived of an opportunity to take legally compliant meal and rest breaks, as his foremen would constantly interrupt him because he was expected to answer all work related questions, including providing job site updates. Plaintiff was also required to sign a daily timesheet that did not account for overtime, however, there was no alternative method of recording his time. Defendant failed to provide Plaintiff and other Aggrieved Employees with the meal and rest break premiums as required by the Labor Code.

Additionally, Plaintiff necessarily incurred business-related expenses, including but not limited to the use of his personal cell phone to answer his foremen calls and text messages related to day-to-day operations, but Defendant failed to reimburse such business-related expenses. These are just non-exhaustive examples of the facts and theories the Plaintiff asserts, which are described in more detail below. Defendant typically scheduled EmployeePlaintiff to work, ~~on average,~~ at least five days in a workweek and, ~~on average,~~ at least eight hours per day, but ~~Employee also~~Plaintiff regularly worked more than eight

hours in a workday and/or more than ~~forty (40)~~ hours in a workweek.

Throughout ~~Employee~~ Plaintiff's employment, ~~Employers~~ Defendant: (1) failed to pay for all hours worked (including minimum, straight time, and overtime wages); (2) failed to provide ~~Employee~~ Plaintiff with legally compliant meal periods; ~~(and pay corresponding meal period premium wages at the correct rate of pay)~~; (3) failed to authorize and permit ~~Employee~~ Plaintiff to take rest periods; (4) failed to pay all earned wages two times per month; (5) failed to maintain accurate records of hours worked and meal periods taken or missed; (6) failed to timely pay all final wages to ~~Employee when Employers~~ Plaintiff at terminated ~~Employee's employment~~; (7) failed to ~~furnish~~ provide accurate itemized wage statements ~~to Employee~~; (8) failed to indemnify ~~Employee~~ Plaintiff for ~~business~~ expenditures; ~~and failed to timely produce Employee's requested employment records~~. As discussed below, ~~Employee~~ Plaintiff's experience working for ~~Employers~~ Defendant was typical and illustrative.

~~Failure~~

///

///

Defendant Failed to Pay for All Hours Worked, Including Minimum, Straight Time, and Overtime Wages

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, California Labor Code § section 510 provides that employees in California shall not be employed more than eight hours in any workday or ~~forty (40)~~ hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

California Labor Code §§ sections 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § section 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

Throughout the statutory period, ~~Employers failed to pay Employee~~ Defendant maintained a policy and practice of not paying Plaintiff and the Aggrieved Employees, ~~or some of them~~, for all hours worked, including minimum, straight time, and overtime wages.

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Employers at time Defendant required EmployeePlaintiff and the Aggrieved Employees, ~~or some of them,~~ to work ~~"off-the- clock,"~~ uncompensated, by, for example, requiring EmployeePlaintiff and the Aggrieved Employees to perform work prior to clocking in for the workday, during uncompensatedunpaid meal periods and rest periods, and ~~requiring~~ Employee and the Aggrieved Employees to perform work before clocking in and/or after clocking out. ~~As one example, mployer required Employee to carry his personal cell phone at all times and to immediately respond to phone calls and text messages rom s'Upervisors under threat of discipline or reprimand both during meal and rest breaks and while off for the clockworkday.~~ Some of this unpaid work should have been paid at the overtime rate. ~~California Labor Code§ 510 requires that employers compensate employees 1.5 times their regular rate of pay when employees work over eight hours per day, 40 hours per week, or when employees work up to eight hours on any seventh day of a workweek. Employers failed to properly calculate Employee's regular rate of pay when paying overtime, by failing to include all compensation in Employee's overtime calculations, including hours worked off the clock.~~ In failing to pay for all hours worked, EmployersDefendant also failed to maintain accurate records of the hours EmployeePlaintiff and the Aggrieved Employees, ~~or some of them,~~ worked. As a result, Employers areDefendant is liable to EmployeePlaintiff and the Aggrieved Employees, ~~or some of them,~~ for the civil penalties provided for in California Labor Code §§ sections 210, ~~1197.1~~ 1197.1, and 2699, subdivision (f)(2) for failing to pay for all hours worked, including minimum, straight time, and overtime wages.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of the sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, ~~Employers at times~~ Defendant wrongfully failed to provide EmployeePlaintiff and the Aggrieved Employees, ~~or some of them,~~ with ~~their~~ legally mandated compliant meal periods. Defendant regularly, but not always, required Plaintiff and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, ~~unintelTilpteduninterrupted~~, and duty-free meal period ~~in a manner required by law (and also including but not limited to failing at times to provide~~ for every five hours of work, or without compensating Plaintiff, the Class, and the Aggrieved Employees, ~~or some of them, the opportunity to leave the work premises to take meal periods).~~ For example, ~~Employee was frequently deprived of an opportunity to take legally compliant meal breaks, including because the very few meal breaks he could take were often cut short or interrupted by phone calls and work requests from Employee's supervisors and managers. Employer also maintained a time keeping practice that automatically recorded meal breaks for employee who work over twelve hours per shift but Employer failed to provide Employee and others with their second meal break as required by law.~~

Employers also for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Instead, Defendant continued to assert control over EmployeePlaintiff and the Aggrieved Employees, ~~or some of them, by, among other things, by~~

requiring, pressuring,

or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying ~~Employee~~Plaintiff and the Aggrieved Employees, ~~or some of them,~~ permission to take a meal period ~~under the conditions required by law, and without properly compensating Employee and the Aggrieved Employees, or some of them, for meal periods that were not provided as required by law.~~ Employers, Defendant also ~~did not inform Employee~~never informed Plaintiff of ~~Employee's~~the right to, nor permitted EmployeePlaintiff to take, ~~all of Employee's~~a second meal ~~periods~~period when EmployeePlaintiff worked at least ~~ten~~10 hours ~~of work~~ in a workday ~~and otherwise unlawfully pressured Employee to waive such breaks.~~ Accordingly, ~~Employers at times failed~~Defendant's policy and practice was not to provide meal periods to EmployeePlaintiff and the Aggrieved Employees, ~~or some of them,~~ in compliance with California law.

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~~Employee~~

~~Plaintiff~~ and the Aggrieved Employees, ~~or some of them~~, are thus entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s). ~~Employers~~ periods. Defendant, however, ~~at times~~ regularly failed to pay ~~Employee~~ Plaintiff and the Aggrieved Employees, ~~or some of them~~, the additional wages to which they were entitled for meal periods and that were not provided. ~~Employee does not recall receiving any meal and rest break premiums.~~

As a result, ~~Employers are~~ Defendant is liable to ~~Employee~~ Plaintiff and the Aggrieved Employees, ~~or some of them~~, for the civil penalties provided for in California Labor Code §§ sections 210 and 2699, subdivision (f)(2) for failing to provide meal periods ~~and~~ and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of ~~ten~~ 10 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e., more than two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Throughout the statutory period, ~~Employers at times~~ Defendant have wrongfully failed to authorize and permit ~~Employee~~ Plaintiff and the Aggrieved Employees, ~~or some of them~~, to take legally compliant rest periods ~~in a manner required by law (and also including but not limited to failing, at times, to authorize and permit Plaintiff, the Class, and the Aggrieved Employees, or some of them, the opportunity to leave the work premises to take rest periods).~~ ~~Employers at times.~~ Defendant regularly required ~~Employee~~ Plaintiff and the Aggrieved Employees, ~~or some of them~~, to work in excess of four consecutive hours a day without ~~Employers'~~ Defendant authorizing and permitting ~~Employee~~ them to take a ~~10~~ 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating ~~Employee~~ Plaintiff and the Aggrieved Employees, ~~or some of them~~, for rest periods that were not authorized or permitted. Instead, ~~Employers at times~~ Defendant continued to assert control over ~~Employee~~ Plaintiff and the Aggrieved Employees, ~~or some of them~~, by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or ~~at times~~ by denying ~~Employee~~ Plaintiff and the Aggrieved Employees, ~~or some of them~~, permission to take a rest period. ~~For example, most times, it was impossible for Employee and others to take rest breaks due to being understaffed. Employer required that Employee and others respond to work related calls, text messages, and other requests during rest breaks. Employee would be reprimanded or otherwise penalized for not responding immediately, even during the few breaks Employee took.~~ Accordingly, ~~Employers at times failed~~ Defendant's policy and practice was to not authorize and permit ~~Employee~~ Plaintiff and the Aggrieved Employees, ~~or some of them~~, to take rest periods in compliance with

California law. ~~Employee~~

Plaintiff and the Aggrieved Employees, ~~or some of them~~, are thus entitled to be paid one hour of additional wages for each workday ~~he or she was~~ they were not authorized and permitted to take all required rest period(s). ~~Employers~~ Defendant, however, ~~at times~~ regularly failed to pay ~~Employee~~ Plaintiff and the Aggrieved Employees, ~~or some of them~~, the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

As a result, ~~Employers are~~ Defendant is liable to ~~Employee~~ Plaintiff and the Aggrieved Employees, ~~or some of them~~, for the civil penalties provided for in California Labor Code ~~§§~~ sections 210 and 2699, subdivision (f)(2) for failing to

authorize and permit rest periods and pay rest period premium wages.

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Failure to Pay All Earned Wages Twice Per Month

Based on ~~Employers'~~ its failure ~~at times~~ to pay ~~Employee~~ Plaintiff and the Aggrieved Employees, ~~or some of them~~, for all wages as discussed above, ~~Employers~~ Defendant also violated California Labor Code ~~§~~ section 204.

~~Labor Code~~ Section 204 requires employers to pay employees all earned wages two times per month. Throughout ~~the~~ the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for overtime hours worked. However, ~~at~~ during all such times, ~~Employers~~ Defendant systematically failed and refused to pay the ~~Employee~~ employees all wages due, and failed to pay those wages twice a month, in that ~~Employee was~~ employees were not paid all wages for all meal periods not provided by ~~Employers~~ Defendant, all wages for all rest periods not authorized and permitted by ~~Employers~~ Defendant, and all wages for all hours worked. As a result, ~~Employers owe~~ Employee Defendant owes employees the legally required wages for unpaid wages, and ~~Employee~~ Plaintiff and the Aggrieved Employees, ~~or some of them~~, suffered damages in ~~those~~ those amounts.

Moreover, ~~Employers are~~ Defendant is liable to ~~Employee~~ Plaintiff and the Aggrieved Employees, ~~or some of them~~, for the civil penalties provided for in California Labor Code ~~§~~ section 210 for failing to pay all earned wages twice per month.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

~~Employee~~ Plaintiff seeks penalties under California Labor Code ~~§ 1174~~ section 1174, subdivision (d). Pursuant to California Labor Code ~~§~~ section 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by California Labor Code ~~§~~ section 1174 is subject to a penalty under ~~§~~ section 1174.5. Pursuant to the applicable ~~IWC~~ IWC Order ~~§~~ section 7, subdivision (A)(3), every employer shall keep time records showing when the employee begins and ends each work

period. Meal periods and total hours worked daily shall also be recorded.

~~Employers~~Defendant, however, ~~at times~~ failed to maintain accurate records of hours worked and all meal periods taken or missed by EmployeePlaintiff and the Aggrieved Employees, ~~or some of them~~.

~~Employers'~~Defendant's failure to provide and maintain records required by the California Labor Code and the applicable ~~IWC~~IWC Wage Orders deprived EmployeePlaintiff and the Aggrieved Employees, ~~or some of them~~, the ability to know, understand and question the accuracy and frequency ~~of meal~~of meal periods, and the accuracy of their hours worked stated in ~~Employers'~~Defendant's records. Therefore, EmployeePlaintiff and the ~~Aggrieved Employees, or some of them~~, Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to ~~Employers~~Defendant. As a direct result, EmployeePlaintiff and the Aggrieved Employees, ~~or some of them~~, have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and ~~attorneys'~~attorney's fees in seeking to compel ~~Employers~~Defendant to fully perform ~~their~~its obligation under state law, all to their respective damage in amounts according to ~~proof at~~proof at trial. As a result of ~~Employers'~~Defendant's knowing failure, ~~at times~~, to comply with the California Labor Code and applicable ~~IWC~~IWC Wage Orders, EmployeePlaintiff and the Aggrieved Employees, ~~or some of them~~, have also suffered an

injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

Failure to Timely Pay All Wages at Termination

California Labor Code ~~§§~~sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at ~~the~~the time of discharge are due and payable immediately, and that if an employee

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Within the applicable statute of limitations, the employment of EmployeePlaintiff and many other Aggrieved Employees ended, i.e., was terminated by quitting or being discharged, and the employment of others will be terminated. However, during the relevant time period, ~~Employers at times~~Defendant failed, and continue ~~at times~~ to fail, to pay EmployeePlaintiff and ~~terminated~~terminated Aggrieved Employees, ~~or some of them~~, without abatement, ~~all~~ wages required to be paid by California Labor Code sections 201 and 202 either at the time of discharge, or within ~~seventy-two (72)~~ hours of their leaving

~~Employers'~~Defendant's employment. These unpaid wages include wages for unpaid work time (including minimum, straight time, and overtime wages), missed meal period premium wages, and missed rest period premium wages. ~~Employers also violated, and continue to violate, Labor Code section 213(d) by paying final wages (if any are paid at all) via direct deposit without the employee's voluntary authorization.~~
~~Employers'~~

Defendant's conduct violates California Labor Code §§ sections 201 and 202. California Labor Code § section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than ~~thirty (30)~~ days.

Accordingly, ~~Employee~~Plaintiff and the Aggrieved Employees, ~~or some of them,~~ are entitled to recover from ~~Employers~~Defendant their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to ~~thirty (30)~~ days maximum pursuant to California Labor Code § section 203.

Moreover, ~~Employers are~~Defendant is liable to ~~Employee~~Plaintiff and the Aggrieved Employees, ~~or some of them,~~ for the civil penalties provided for in California Labor Code § section 2699, subdivision (f)(2) for failing to timely pay all wages at termination, ~~and for unlawfully making any such payment (if any) via direct deposit without the employee's voluntary authorization.~~

Failure to Furnish Accurate Itemized Wage Statements

California Labor Code § section 226, subdivision (a) provides that every employer shall, ~~semimonthly or at the time of each payment of wages,~~ furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: ~~(1)~~ gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, ~~(7)-~~ (7) the name of the employee and the last four digits of his or her ~~social security~~Social Security number or an employee identification number other than a ~~social security~~Social Security

number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Cal. Lab. Code, § 226, subd. (e)(2)(B)(iii).)

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The statute further provides: ~~"~~"~~of a~~ "An employee suffering injury as a result ~~of a~~ knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a

subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees." (Cal. Lab. Code, § 226, subd. (e)(1).)

In addition, California Labor Code § 246(i) required employers to provide an employee with written notice that sets forth the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either employee's itemized wage statement described in § 226 or in a separate writing provided on the designated pay date with employee's payment of wages. If an employer provides unlimited paid sick leave or unlimited paid time off to an employee, the employer may satisfy this section by indicating on the notice or employee's itemized wage statement "unlimited."

Throughout the statutory period, ~~Employers at times~~ Defendant failed to, ~~and continue at times to fail, to timely~~ furnish ~~Employee~~ Plaintiff and the Aggrieved Employees, ~~or some of them~~, with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law).

Because ~~Employers at times~~ Defendant violated California Labor Code § section 226, Employee subdivision (a), and 246, subdivision (j), Plaintiff and similarly Aggrieved Employees, ~~or some of them~~, suffered injury and damage to their statutorily protected rights. Accordingly, ~~Employee~~ Plaintiff and similarly Aggrieved Employees, ~~or some of them~~, are entitled to recover from ~~Employers~~ Defendant the greater of their actual damages caused by ~~Employers'~~ Defendant's failure to comply with California Labor Code § section 226, subdivision (a), and 246, subdivision (j), or an aggregate penalty not exceeding ~~four thousand dollars (\$4,000)~~ per employee.

Moreover, ~~Employers are~~ Defendant is liable to ~~Employee~~ Plaintiff and the Aggrieved Employees, ~~or some of them~~, for the civil penalties provided for in California Labor Code § section 226.3 for failing to ~~timely~~ furnish accurate itemized wage statements.

Failure to Indemnify for Necessary Expenditures

California Labor Code § section 2802, subdivision (a) provides that employers shall indemnify ~~their~~ his or her employees for all necessary business expenditures or losses that have been incurred by the employees in direct discharge of his or her duties. Throughout the statute of limitations period applicable to this cause of action, ~~Employers at times~~ Defendant wrongfully required ~~Employee~~ Plaintiff and/or the Aggrieved Employees, ~~or some of them~~, to pay expenses that they incurred in direct discharge of their duties for ~~Employers, including, but not limited to, the use of Employee's personal cell phone for work related purposes. Employee~~ Defendant. Plaintiff and/or the Aggrieved Employees, ~~or some of them, at times~~ paid out-of-pocket for necessary employment-related

expenses. ~~Employee~~ (which is defined as including, without limitation, work attire, work equipment, personal protective equipment, use of personal cell phones, and/or use of personal vehicles). Plaintiff and/or the Aggrieved Employees, ~~or some of them~~, incurred substantial expenses as a direct result of performing their job duties for ~~Employers~~ Defendant, but ~~Employers~~ Defendant failed to indemnify ~~Employee~~ Plaintiff

and/or the Aggrieved Employees, ~~or some of them,~~ for these employment-related expenses.

As a result, ~~Employers are~~ Defendant is liable to ~~Employee~~ Plaintiff and/or the Aggrieved Employees, ~~or some of them,~~ for the civil penalties provided for in California Labor Code §§ sections 2802 and 2699, subdivisions (f)(2) for failing to indemnify ~~Employee~~ Plaintiff and/or the Aggrieved Employees, ~~or some of them,~~ for necessary business expenditures.

Failure to Produce Requested Employment Records

~~Labor Code § 226 provides that current and former employees have the right to inspect or receive a copy of their records pertaining to their employment, upon reasonable request to their employer. Under this statute, an employer that receives a request to inspect or receive a copy of records pertaining to a current or former employee must comply with the request as soon as practicable, but no later than twenty-one (21) calendar days from the date of the request. Labor Code § 1198.5(a) also provides that every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating~~

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~~to the employees' performance or to any grievance concerning the employee. Under this statute, upon written request from a current or former employee or his or her representative, an employer must make the contents of those personnel records available for inspection or provide a copy of the personnel records to the current or former employee, or his or her representative, not later than thirty (30) calendar days from the date the employer receives the written request, subject to some limited exceptions.~~

~~Labor Code § 432 provides that if an employee or applicant signs any instrument relating to the obtaining or holding of employment, he or she shall be given a copy of the instrument upon request. On information and belief, Employee and the Aggrieved Employees, or some of them, submitted written request(s) to Employers for their payroll records, timecards, and personnel records but did not timely receive them as required by the Labor Code.~~

~~As a result, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 226(f), 1198.5(k), and 2699 for failing to timely produce the requested records.~~

Recordkeeping Requirement Violations

~~California Labor Code section 1174 requires employers to keep "accurate and complete" payroll records showing, among other things, the hours worked daily by Employees and Aggrieved Employees. All applicable IWC Wage Orders, section 7 similarly requires employers to keep accurate time records reflecting the times during which all owed meal periods were provided each day.~~

~~Based on information and belief, Employers at times failed, and continue at times to fail, to keep accurate and complete payroll records as required by law, including but not limited to the following records: total daily hours worked, applicable rates of pay, time records showing when Employee and other Aggrieved Employees began and ended each work period, time records of meal periods, and accurate itemized wage statements.~~

~~Based on information and belief, Employers at times failed and continue at times to fail to keep accurate and complete records showing total hours worked by Employee and Aggrieved Employees, or some of them, by virtue of Employers' time rounding and/or auto deduction policies and practices and/or other off the clock work policies and practices. Employers failed at times and continue at times to fail to keep accurate and complete records showing total hours~~

~~worked by virtue of Employers' failure to relieve Employee and Aggrieved Employees, or some of them, of all duties and Employers' control for unpaid meal periods, resulting in unpaid hours worked.~~

~~Based on information and belief, Employers further failed at times, and continue at times to fail, to record the true start and end times of Employee's and Aggrieved Employees' meal periods, or some of them.~~

~~Based on further information and belief, Employers further failed at times and continue at times to fail, to record the true start and end times of Employee's and Aggrieved Employees' work shifts, or some of them.~~

~~Additionally, Employers at times failed, and continue at times to fail, to keep accurate records and issue accurate wage statements by not documenting accrued sick time for Employee and Aggrieved Employees, or some of them. Employers' failure to keep "accurate and complete" payroll records for Employee and Aggrieved Employees, or some of them, violates Labor Code sections 1174,~~

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~~1198, 1199, and all applicable IWC Wage Orders, section 7. These violations subject Employers to civil penalties under Labor Code sections 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and Wage Order provision, for each Aggrieved Employee (or some of them), results in a separate civil penalty.⁺~~

Action for Civil Penalties Under PAGA

In light of the above, EmployeePlaintiff alleges that EmployersDefendant violated the following provisions of the California Labor Code with respect to the Aggrieved Employees~~, or some of them:~~

1. ~~1.~~ California Labor Code §§sections 204, 510, 1194, 1197, and ~~1198~~1198 by failing ~~at times~~ to pay for all hours worked, including minimum wages, straight time wages, and overtime wages;
2. California Labor Code §section 226.7 and applicable Wage Orders by failing ~~at times~~ to provide meal periods;
3. California Labor Code § section 226.7 and applicable Wage Orders by failing ~~at times~~ to authorize and permit rest periods;
4. California Labor Code § section 204 by failing ~~at times~~ to pay all earned wages two times per month;
5. California Labor Code § section 1174.5 and applicable Wage Orders by failing ~~at times~~ to maintain accurate records of hours worked and meal periods taken or missed;
6. California Labor Code ~~§§ 204~~ section 226 and 246 by failing to provide accurate itemized wage statements;
7. California Labor Code sections 201 to 203 by willfully failing ~~at times~~ to pay all wages owed at termination; and

~~7. Labor Code § 226 by failing at times to provide accurate itemized wage statements;~~

8. California Labor Code ~~§~~section 2802 by failing ~~at times~~ to indemnify for necessary expenditures;

~~9. Labor Code §§ 226, 432, and 1198.5 by failing at times to timely produce requested payroll records, timecards, and personnel records; and~~

~~10. Labor Code § 1174 by failing at times to keep accurate and complete payroll records.~~

Therefore, on behalf of ~~potentially~~all Aggrieved Employees, ~~Employee~~Plaintiff seeks applicable penalties related to the violations alleged above pursuant to ~~the~~ PAGA. These include, but are not limited to, penalties under California Labor Code ~~§§ 210, 226.3~~sections 210, 226.3, 1174.5, 1197.1, and 2699, subdivision (f)(2).

~~Employee~~Plaintiff has placed ~~Employers~~Defendant on notice by mailing a certified copy of this correspondence, as indicated on the first page. Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

WILSHIRE LAW ~~FIRM~~FIRM

~~□ □ D □~~

~~Jose Patino~~

A handwritten signature in black ink, reading "Rachel J. Vinson", enclosed within a blue rectangular border.

Rachel J. Vinson, Esq.

⁺ See Lab. Code §2699(1)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period").