



December 11, 2025

BY ONLINE SUBMISSION

PAGA Administrator
California Labor and Workforce Development Agency
1515 Clay Street, Suite 801
Oakland, California 94612

BY CERTIFIED MAIL

Searing Industries, Inc.
PO Box 3059
Rancho Cucamonga, CA 91730

**Re: Notice of Labor Code Violations Pursuant to Labor Code § 2699.3
Nova Lucia, on behalf of himself and other aggrieved employees v. Searing Industries, Inc.,
et al.**

To Whom It May Concern:

This letter constitutes formal notice of violations of the California Labor Code pursuant to the Private Attorneys General Act of 2004 (PAGA), Labor Code sections 2698 through 2699.6. This notice is provided on behalf of Nova Lucia (“Aggrieved Employee”) and other similarly aggrieved employees of Searing Industries, Inc. (“Employer” or “Defendant”).

I. IDENTITY OF AGGRIEVED EMPLOYEE AND REPRESENTATIVE

Aggrieved Employee: Nova Lucia
Employment Period: April 23, 2025 through July 1, 2025
Position: Machine Operator
Representative Counsel: Rotem Tamir, Esq., Bluestone Law

II. IDENTITY OF EMPLOYER

Employer Name: Searing Industries, Inc.
Business Address: 8901 Arrow Route, Rancho Cucamonga, CA 91730
Industry: Steel manufacturing and welded tubing production
Approximate Number of Employees: 500+; sufficient to maintain operations at manufacturing facilities in Rancho Cucamonga, California and Cheyenne, Wyoming

III. LABOR CODE VIOLATIONS

Based on information and belief, Employer has engaged in widespread and systemic violations of the California Labor Code affecting Aggrieved Employee and other current and former non-exempt employees. These violations include, but are not limited to, the following:

A. Violation of Labor Code §§ 551 and 552 - Failure to Provide Day of Rest

Labor Code section 551 provides that every person employed in any occupation of labor is entitled to one day's rest therefrom in seven. Labor Code section 552 makes it unlawful for any employer to cause employees to work more than six days in seven.

Employer systematically violated these provisions by requiring Aggrieved Employee and other similarly situated employees to work seven consecutive days per week without providing any scheduled days off except holidays. Employees were required to work Monday through Sunday on a continuous basis throughout their employment. This pattern and practice affected Machine Operators and other production employees working under similar schedules at Employer's Rancho Cucamonga facility during the applicable statutory period.

Applicable Civil Penalties: Labor Code § 558 authorizes civil penalties of fifty dollars (\$50) for an initial violation and one hundred dollars (\$100) for each subsequent violation for each underpaid employee for each pay period for which the employee was underpaid. Additionally, penalties under Labor Code § 2699(f) include two hundred dollars (\$200) per employee per pay period for initial violations and three hundred dollars (\$300) per employee per pay period for subsequent violations.

B. Violation of Labor Code § 226.7 - Failure to Provide Meal and Rest Periods

Labor Code section 226.7 prohibits employers from requiring employees to work during meal or rest periods and requires payment of one additional hour of pay at the employee's regular rate of compensation for each workday that a meal or rest period is not provided.

Employer systematically failed to provide legally mandated rest breaks to Aggrieved Employee and other similarly situated employees. Despite employees working shifts ranging from eight and a half hours to twelve hours, Employer never provided the mandatory ten-minute rest breaks required under California law and applicable Industrial Welfare Commission Wage Orders.

Additionally, on multiple occasions, employees were required to work through their meal periods due to inadequate staffing without receiving the required one hour of additional compensation.

These violations were not isolated incidents but rather represented Employer's established policy and practice of denying required breaks to production employees working similar schedules. The violations occurred regularly throughout the applicable statutory period and affected Machine Operators and other production personnel at Employer's Rancho Cucamonga facility.

Applicable Civil Penalties: Under Labor Code § 226.7(c), an employer shall pay the employee

one hour of pay at the employee's regular rate of compensation for each workday that a required meal or rest period is not provided. Additionally, penalties under Labor Code § 2699(f) include one hundred dollars (\$100) per employee per pay period for initial violations and two hundred dollars (\$200) per employee per pay period for subsequent violations.

C. Violation of Labor Code § 512 - Failure to Provide Meal Periods

Labor Code section 512 requires employers to provide employees with a meal period of not less than thirty minutes for work periods of more than five hours per day, and a second meal period for work periods of more than ten hours per day.

Employer violated these requirements by failing to ensure that employees received uninterrupted meal periods and by requiring employees to work through their meal periods without providing the required premium pay. On multiple documented occasions during May and June 2025, Aggrieved Employee was required to work through a portion of his meal period due to inadequate staffing support and received no compensatory time for these violations.

These meal period violations were not isolated to Aggrieved Employee but rather reflected Employer's systemic practice affecting Machine Operators and other production employees working similar shifts at Employer's Rancho Cucamonga facility.

Applicable Civil Penalties: Penalties under Labor Code § 2699(f) include one hundred dollars (\$100) per employee per pay period for initial violations and two hundred dollars (\$200) per employee per pay period for subsequent violations.

D. Violation of Labor Code §§ 510, 1194, 1198 - Failure to Pay Overtime Wages

Labor Code section 510 requires employers to compensate employees at one and one-half times the regular rate of pay for all hours worked in excess of eight hours per day, forty hours per week, and for the first eight hours worked on the seventh consecutive day of work in a workweek. Employees must be compensated at double the regular rate of pay for all hours worked in excess of twelve hours in any workday and for all hours worked in excess of eight on the seventh consecutive day of work in a workweek.

Aggrieved Employee worked seventy-five to eighty-five hours per week over seven consecutive days, including twelve-hour shifts Monday through Thursday, ten and a half hour shifts Friday and Saturday, and eight and a half hour shifts on Sunday. Upon information and belief, Employer failed to properly calculate and pay all overtime wages owed to Aggrieved Employee and other similarly situated employees, including but not limited to:

- Overtime compensation at one and one-half times the regular rate for hours worked in excess of eight hours per day;
- Overtime compensation at one and one-half times the regular rate for hours worked in excess of forty hours per week;
- Overtime compensation at one and one-half times the regular rate for the first eight hours

worked on the seventh consecutive day;

- Double-time compensation for hours worked in excess of twelve hours in any workday;
- Double-time compensation for hours worked in excess of eight hours on the seventh consecutive day of work.

These violations were systematic and affected all non-exempt employees required to work similar excessive schedules without proper overtime compensation.

Applicable Civil Penalties: Labor Code § 558 authorizes civil penalties, and penalties under Labor Code § 2699(f) include one hundred dollars (\$100) per employee per pay period for initial violations and two hundred dollars (\$200) per employee per pay period for subsequent violations.

E. Violation of Labor Code §§ 201, 202, 203 - Failure to Pay Final Wages Timely

Labor Code section 201 requires that when an employer discharges an employee, all wages earned and unpaid at the time of discharge are due and payable immediately. Labor Code section 202 requires that when an employee quits, wages earned and unpaid at the time of quitting are due and payable within seventy-two hours. Labor Code section 203 provides for waiting time penalties when an employer willfully fails to pay final wages in accordance with sections 201 and 202, requiring the employer to continue the employee's wages at the same daily rate for up to thirty days.

Aggrieved Employee was terminated on or about July 1, 2025, via text message. Despite this termination, Employer failed to immediately tender all wages due and owing, including unpaid overtime wages, meal and rest period premiums, and any other compensation earned through the date of termination. [REDACTED] text message stated "your check will be mailed," demonstrating Employer's knowing failure to comply with the immediate payment requirement of Labor Code section 201. Furthermore, Defendant withheld Plaintiff's initial paycheck and, to date, has not tendered it to Plaintiff.

Upon information and belief, Employer maintains a policy or practice of failing to timely pay final wages to terminated employees, instead mailing final paychecks rather than making them immediately available as required by law. This practice affects all employees separated from employment.

Applicable Civil Penalties: Penalties under Labor Code § 2699(f) include one hundred dollars (\$100) per employee per pay period for initial violations and two hundred dollars (\$200) per employee per pay period for subsequent violations. Additionally, waiting time penalties under section 203 may be recovered.

F. Violation of Labor Code § 1194 - Failure to Pay All Wages Due

Labor Code section 1194 provides for the recovery of unpaid wages, including unpaid minimum wages, unpaid overtime compensation, and meal and rest period premiums.

As a result of the violations described above, Employer failed to pay Aggrieved Employee and other similarly situated employees all wages due, including but not limited to: premium pay for missed meal and rest periods, unpaid overtime wages, and wages due upon termination. These wage violations were systematic and affected all non-exempt employees subject to Employer's unlawful scheduling practices, break denial policies, and improper wage calculation methods. Applicable Civil Penalties: Penalties under Labor Code § 2699(f) include one hundred dollars (\$100) per employee per pay period for initial violations and two hundred dollars (\$200) per employee per pay period for subsequent violations.

G. Violation of Labor Code §§ 1174, 1182.12, 1197 - Minimum Wage Violations

Labor Code section 1197 prohibits employers from paying employees less than the minimum wage established by statute or applicable wage orders. When combined with the failure to pay overtime, meal and rest period premiums, and other required compensation, employees may effectively be paid less than minimum wage for all hours worked.

Upon information and belief, when Employer's failure to pay overtime wages, meal and rest period premiums, and other required compensation is considered in relation to the total hours actually worked by Aggrieved Employee and other similarly situated employees, these employees were effectively compensated at rates below the applicable minimum wage for certain workweeks.

Additionally, upon information and belief, Employer may have failed to properly calculate minimum wage obligations for all hours worked, particularly given the excessive schedules and failure to properly record and compensate all working time.

Applicable Civil Penalties: Penalties under Labor Code § 2699(f) include one hundred dollars (\$100) per employee per pay period for initial violations and two hundred dollars (\$200) per employee per pay period for subsequent violations.

H. Violation of Labor Code § 2802 - Failure to Reimburse Necessary Business Expenses

Labor Code section 2802 requires employers to indemnify employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of their duties or obedience to the directions of the employer.

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Upon information and belief, Aggrieved Employee and other similarly situated employees were required to use their personal cellular telephones to communicate with supervisors, receive work schedules, and coordinate job-related matters. Employer failed to reimburse Aggrieved Employee and other similarly situated employees for the reasonable costs associated with such

mandatory personal cellphone usage, including monthly service charges and data expenses necessarily incurred in the discharge of their employment duties.

Applicable Civil Penalties: Penalties under Labor Code § 2699(f) include one hundred dollars (\$100) per employee per pay period for initial violations and two hundred dollars (\$200) per employee per pay period for subsequent violations.

I. Violation of Labor Code § 226 - Failure to Provide Accurate Itemized Wage Statements

Labor Code section 226(a) requires employers to provide employees with accurate itemized wage statements showing: gross wages earned, total hours worked, all deductions, net wages earned, dates of the pay period, employee name and last four digits of social security number or employee identification number, employer name and address, and applicable hourly rates and corresponding hours worked at each rate.

Upon information and belief, Employer failed to provide Aggrieved Employee and other similarly situated employees with accurate itemized wage statements that properly reflected all hours worked, all applicable rates of pay (including overtime and double-time rates), and all wages due. Given Employer's systematic violations regarding overtime calculation, meal and rest period premiums, and other wage obligations, the wage statements provided could not have accurately reflected the wages actually due to employees.

Specifically, upon information and belief, wage statements failed to accurately show: total hours worked (including all overtime and double-time hours), applicable hourly rates for overtime and double-time work, premium payments due for missed meal and rest periods, and net wages actually earned and due.

Applicable Civil Penalties: Labor Code § 226(e) provides for statutory damages of fifty dollars (\$50) for the initial violation and one hundred dollars (\$100) per employee for each subsequent violation, not exceeding an aggregate penalty of four thousand dollars (\$4,000). Additionally, penalties under Labor Code § 2699(f) include one hundred dollars (\$100) per employee per pay period for initial violations and two hundred dollars (\$200) per employee per pay period for subsequent violations.

J. Violation of Industrial Welfare Commission Wage Order Provisions

The applicable Industrial Welfare Commission Wage Order (likely Wage Order No. 1 covering manufacturing operations) incorporates and enforces requirements regarding minimum wage, overtime compensation, meal periods, rest periods, and other working conditions. Employer's violations of the Labor Code provisions described above constitute concurrent violations of the applicable Wage Order provisions.

Applicable Civil Penalties: Penalties under Labor Code § 2699(f) include one hundred dollars (\$100) per employee per pay period for initial violations and two hundred dollars (\$200) per employee per pay period for subsequent violations.

IV. FACTS SUPPORTING VIOLATIONS

Employment and Work Schedule

Aggrieved Employee was employed by Defendant as a Machine Operator from approximately April 23, 2025 through July 1, 2025. During the hiring process, Employer represented through an Indeed job posting that the position entailed a Monday through Friday schedule with additional Saturday shifts as needed, encompassing roughly sixty to seventy hours per week over a six-day work period.

However, upon beginning employment, Aggrieved Employee was immediately required to work seven days per week with no scheduled days off except holidays. The actual work schedule consisted of: Monday through Thursday from 4:00 AM to 4:00 PM (twelve hours), Friday and Saturday from 4:00 AM to 2:30 PM (ten and a half hours), and Sunday from 4:00 AM to 12:30 PM (eight and a half hours). This schedule totaled approximately seventy-five to eighty-five hours per week over seven consecutive days.

Aggrieved Employee was only informed that the position required seven-day work weeks with no regular days off after his first few days at work, demonstrating Employer's deliberate misrepresentation of the job requirements.

Systematic Break Violations

Throughout his employment, Aggrieved Employee was never provided the mandatory ten-minute rest breaks required under California labor law despite working shifts ranging from eight and a half to twelve hours. Furthermore, on at least one documented occasion in May or June 2025, Aggrieved Employee was required to work through half of his lunch period due to inadequate staffing support and received no meal break premium payment for this violation. These systematic break violations occurred regularly throughout Aggrieved Employee's employment and were not unique to him but rather reflected Employer's widespread practice affecting other Machine Operators and production employees working under similar conditions.

Employer's Knowledge and Response to Safety Concerns

In or around May 2025, the excessive work schedule began severely impacting Aggrieved Employee's well-being. The combination of seventy-five to eighty-five hour work weeks, extensive commute times exceeding one hour each way, and insufficient rest periods created a dangerous state of chronic exhaustion. Aggrieved Employee repeatedly texted supervisors [REDACTED] and [REDACTED] requesting time off, explaining that he was too tired to safely perform his duties.

Rather than addressing these legitimate safety concerns or modifying the unlawful work schedule, Employer's management consistently dismissed Aggrieved Employee's complaints. [REDACTED] specifically told Aggrieved Employee that "because of his age, he should be able to work all these hours," demonstrating management's awareness of the excessive schedule while refusing to provide legally required days of rest. Supervisors [REDACTED] and [REDACTED] routinely

told Aggrieved Employee that missing work for exhaustion was unacceptable.

On June 26, 2025, Aggrieved Employee explicitly texted supervisor [REDACTED] that he was “too tired to drive” and “did not feel safe” making the commute to work. Rather than addressing the clear safety hazard created by the excessive work schedule and lack of required rest days, [REDACTED].

[REDACTED] responded with hostility, texting [REDACTED] where are you today? This is not okay.”

On June 27, 2025, when Aggrieved Employee returned to work following a one-day absence, [REDACTED] subjected him to immediate criticism, stating he “should not be missing this many days” and comparing him unfavorably to other employees who allegedly “never missed a day” and were “not tired.” [REDACTED] blamed Aggrieved Employee for his exhaustion, telling him he needed to “manage his time better.”

These communications and management responses demonstrate Employer’s knowledge of the unlawful work schedule, awareness of the resulting employee exhaustion, and deliberate refusal to comply with Labor Code requirements regarding days of rest and break periods.

Pattern and Practice Affecting Other Employees

The violations described above were not isolated to Aggrieved Employee but rather reflected Employer’s systematic policies and practices. Upon information and belief, Employer maintains similar scheduling practices for Machine Operators and other production personnel at its Rancho Cucamonga facility. The requirement to work seven consecutive days without scheduled days off, the denial of rest breaks during long production shifts, and the practice of requiring employees to work through meal periods due to inadequate staffing are policies that by their nature affect multiple employees.

[REDACTED] statement comparing Aggrieved Employee unfavorably to “four other employees” who allegedly “never missed a day” provides direct evidence that multiple employees were subjected to the same unlawful seven-day work schedule. The systemic nature of these violations, combined with Employer’s demonstrated knowledge and refusal to modify unlawful practices despite employee complaints, establishes that these violations affected and continue to affect aggrieved employees beyond the named Aggrieved Employee.

V. APPLICABLE STATUTORY PERIOD

Pursuant to Labor Code section 2699.3(a)(1), this notice covers violations occurring during the one-year period preceding the date of this notice, specifically from December 10, 2024 through December 10, 2025, as well as continuing violations.

However, if Employer does not cure the noticed violations within the sixty-five day cure period provided by statute, Aggrieved Employee reserves the right to pursue all available remedies for violations occurring during the full statutory period permitted under PAGA, which extends back to the maximum period allowed under applicable statutes of limitations.

VI. CONCLUSION

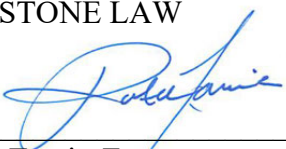
The Labor Code violations described herein are serious, systematic, and continuing. They reflect Employer's deliberate policies and practices that violate fundamental worker protections established by the California Legislature. These violations have caused and continue to cause significant harm to Aggrieved Employee and other similarly situated employees.

Aggrieved Employee hopes that Employer will take this opportunity to cure the noticed violations and avoid the substantial civil penalties that will be sought if this matter proceeds to litigation. However, if Employer fails to cure these violations within the statutory period, Aggrieved Employee will proceed with all available remedies under PAGA. Please direct all communications regarding this notice to undersigned counsel.

Dated: December 11, 2025

Respectfully submitted,

BLUESTONE LAW

By: 

Rotem Tamir, Esq.

Attorney for Aggrieved Employee

Nova Lucia