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December 10, 2025

Via First Class Mail, Certified Mail & Return Receipt Requested

Department of Industrial Relations
California Labor & Workforce Development Agency
800 Capitol Mall, Suite 5000
Sacramento, CA 95814
[**Notice Filed Online via LWDA/PAGA Filing Portal**]

Henkels & McCoy West, LLC
ATTN: MASTEC, INC. Legal Department
800 S Douglas Rd., Suite 1200
Coral Gables, Fl 33134
[Certified Mail No.: 9589-0710-5270-3094-4227-55]

Mastec North America, Inc.
800 S Douglas Rd., 10th Floor
Coral Gables, Fl 33134
[Certified Mail No.: 9589-0710-5270-3094-4228-23]

1505 Corporation
CSC - Lawyers Incorporating Service
2710 Gateway Oaks Dr.
Sacramento, CA 95833
[Certified Mail No.: 9589-0710-5270-3094-4228-85]

RE: PRIVATE ATTORNEY GENERAL ACT (Our File No. 6740)

To Whom It May Concern:

Our firm represents Christopher Claimant ("Claimant") (SSN 573-65-9244) regarding his claims against his former employers Henkels & McCoy West LLC., ("Henkels") and Mastec North America, Inc. ("Mastec") (Henkels and Mastec collectively referred to as "Defendants"). This letter is being submitted to the Labor & Workforce Development Agency ("LWDA") to exhaust his administrative remedies pursuant to *Labor Code* §§ 2699 *et seq*. and 2699.3.

Pursuant to Labor Code section 2699, and by way of this letter, Claimant also intends to represent all other current and former non-exempt employees of Defendants in California who have suffered at least one of the wage and hour or labor code violations described herein during their employment.

A copy of this letter, along with the $75.00 filing fee will be submitted through the LWDA's online portal for that purpose. Currently a letter is being delivered by certified mail to the Defendants in this matter.

FACTUAL BACKGROUND

The Employment Relationship:

Defendants operate as a construction company that designs, builds, and maintains infrastructure for utility and communication markets. They provide services such as construction, installation, and project management to utility, commercial, and governmental agencies throughout the United States. At all relevant times, Defendants are an employer with approximately 10,000 employees with at least 1,000 employees in California.

Claimant was employed by Defendants from November of 2015 to January 6, 2023, and from March 18, 2024, to June 2, 2025, as a full-time, non-exempt cathodic protection foreman. Claimant's job was an hourly paid position. At all times herein, Claimant was a loyal employee who satisfactorily performed all his tasks. Claimant's duties included construction related tasks such as installing, drilling, locating gas lines, operating an auger, welding, wiring, and pin brazing.

Claimant reported for work every day at Defendants' yard located at 2840 Ficus St. Pomona, CA 91766. He would then commute to his job site assignment for the day. After completing his duties at his assigned job site, he would return to the yard.

Defendants terminated the Claimant on or about June 2, 2025.

Claimant's Hours and Work Conditions:

Claimant was a non-exempt, hourly employee throughout his employment with Defendants. From on or about July 1, 2021, to January 6, 2023, Claimant was paid approximately $41.03 per hour. From on or about March 1, 2024, to July 1, 2021, Claimant was paid approximately $44.03 per hour. From on or about July 1, 2025, Claimant was paid $46.53 per hour. Claimant worked 5 days per week. He worked from approximately 4:00 AM / 5:00 AM to approximately 4:30 PM / 5:30 PM but was only paid for 8 hours per day. Similarly situated employees were also subjected to the same schedule and were also only paid for 8 hours per day. Claimant was paid on a weekly basis.

Throughout his employment, Claimant and other similarly situated laborers, including other cathodic protection foreman, cathodic protection laborers, and drivers were routinely denied the opportunity to take compliant meal and rest breaks. Employees were pressured to work through their breaks in order to complete assigned tasks, as they understood they would be paid for only eight hours per day despite regularly working in excess of eight hours.

Similarly, throughout his employment, Claimant and the other similarly situated laborers, as described above, were not compensated for all hours worked. Defendants failed to pay cathodic protection foreman, cathodic protection laborers, and drivers for time spent loading and unloading the trucks upon their arrival at the yard both to start and end their shifts because they would only pay employees for time they worked once they arrived at the job site. Additionally, Defendants failed to pay employees for their commute to and from the yard. In total, Defendants failed to pay wages for approximately three to six hours per day. Consequently, Defendants also failed to pay overtime premiums for hours worked beyond eight in a day, or forty in a week.

VIOLATION OF CALIFORNIA CODES
201-203, 204, 226, 510, 512, 1102.5, 1194, 1197, 6310, AND 6400:

Claimant alleges that Defendants retaliated against him in violation of California *Labor Code* §§ 1102.5, 6310, and 6400 after he reported violations of health and safety laws and other unlawful workplace conduct, including unsafe working conditions that placed employees at immediate risk of serious injury, as explained below.

Moreover, Claimant alleges that Defendants subjected him to multiple wage and hour violations of California *Labor Code* §§ 201-203, 204, 226, 510, 512, 1194, and 1197.

Retaliation and/or Wrongful Termination in Violation of California Codes 1102.5, 6310, and 6400:

According to California Labor Code §1102.5, an employer is prohibited from retaliating against an employee for disclosing information, either internally or to a government agency, when the employee reasonably believes that a violation of law has occurred. Claimant alleges that Defendants violated §1102.5 by retaliating against Claimant for reporting what Claimant reasonably believed to be unlawful or unsafe conduct.

According to California Labor Code §6310, it is unlawful for any employer to discharge or discriminate against an employee in any manner because the employee made any oral or written complaint to his or her employer regarding the employees' belief that the employer is unlawfully committing health or safety violations in the workplace. Claimant alleges that Defendants violated §6310 by retaliating against Claimant for reporting health and safety violations in the workplace.

California Labor Code §6400 requires every employer to provide employment and a workplace that is safe and healthy for all employees. Claimant alleges that Defendants violated Labor Code §6400 by failing to maintain a safe and healthy work environment and by allowing hazardous conditions to persist on the worksite, despite having the responsibility and authority to prevent or correct these dangers.

Beginning in approximately January 20, 2025, and continuing through on or about March 15, 2025, Claimant made repeated complaints to Defendants' management, including to his general foreman, regarding being assigned a driver who was not properly trained and was creating unsafe working conditions. Claimant reported these concerns at least three times per week, informing Defendants that the driver had not completed the required union bootcamp training and lacked sufficient experience. Claimant further reported that the driver routinely operated the truck without a spotter, which created a significant risk of accident, and repeatedly failed to wear mandatory PPE, including guard botts, safety goggles, and a hard hat, thereby posing serious safety hazards to himself and others. Claimant's complaints disclosed what he reasonably believed were violations of law and unsafe conditions and therefore constituted protected activity under Labor Code §§ 1102.5, 6310, and 6400 and California public policy. Defendants acknowledged receipt of Claimant's complaints but did nothing to address them.

After Claimant made these complaints, Defendants and their management began to retaliate against Claimant. The retaliation included: questioning the quality of his work, pressuring him to complete some of his tasks faster than previously allowed, and ultimately terminating him. While Defendants contend that Claimant was fired due to lack of work, Claimant believes that this was nothing more than a thinly veiled pretext to mask Defendants' true motivations and malice. In reality, Defendants wrongfully terminated Claimant because of his complaints and concerns regarding health and safety. Had Claimant not made such complaints, Defendants would not have retaliated against and/or wrongfully terminated Claimant.

These acts constitute violations of Labor Code §§ 1102.5, 6310, and 6400.

Violation of Labor Codes §201-203 / Waiting Time Penalties:

Labor Code section 201 states: "If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

Further, Labor Code section 202 states "[i]f an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 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."

Furthermore, Labor Code section 203(a) states, in relevant part: "If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days."

Moreover, Labor Code section 210(a) imposes a civil penalty for violation of Labor Code section 204 of one hundred dollars ($100) for the initial violation for each failure to pay each employee and two hundred dollars ($200) for each subsequent violation, plus 25 percent of the amount unlawfully withheld.

Similarly, the "Minimum Wages" section of the applicable IWC Wage Order provides "[e]very employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission, or otherwise."

At all times herein set forth, California Labor Code § 201 provides that if an employee involuntarily ends their employment with an employer, the wages earned and unpaid at the time their employment ends are due and payable at the time of the employee's termination. Similarly, California Labor Code § 202 provides that if an employee voluntarily ends their employment with an employer, the wages earned and unpaid at the time their employment ends are due and payable within seventy-two (72) hours of the employee's separation of employment. During the relevant time period, in violation of California *Labor Code* §§ 201 & 202, Defendants failed to pay Claimant and similarly situated employees their wages earned and remained unpaid as of the day he was terminated and/or within 72 hours of their last day of work

Violation of Labor Code §204 / Failure to Issue Payment Twice a Month:

At all times herein set forth, California Labor Code § 204 establishes the right of all employees in the State of California to be paid wages in a timely fashion for their work. At all times herein set forth, during the relevant time period, rather than paying Claimant and similarly situated employees all of the wages they were owed, Defendants consistently deprived laborers, including Claimant, of such wages. Consequently, in violation of CA Labor Code § 204, Defendants failed to pay Claimant and other laborers the entirety of their wages earned at various times throughout their employment.

Violation of Labor Code §226 / Failure to Provide Accurate Wage Statements:

Labor Code section 226(a) states in pertinent part that every employer shall provide an accurate itemized statement in writing with respect to each one of its employees showing: 1) gross wages earned; 2) total hours worked by an employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission; (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) the name of the employee and the last four digits of his or him 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.

Further, Labor Code section 226.3 provides: "Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars ($250) per employee per violation in an initial citation and one thousand dollars·($1,000) per employee for each violation in a subsequent citation for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226."

In addition, Labor Code section 226(e) imposes a penalty of the greater of all actual damages or $50 for the initial pay period in which a violation occurs and $100 per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of $4,000, and Claimant is entitled to an award of costs and reasonable attorney's fees.

At all times herein set forth, Labor Code § 226 requires employers to provide employees with accurate wage statements, which include all wages earned. Defendants did not and do not provide Claimant and similarly situated employees with accurate itemized wage statements because, as discussed above, the wage statements did not include all owed meal period premiums, rest period premiums, or the correct applicable rates of pay.

Violation of Labor Codes §226.7 and 512 / Failure to Authorize and Permit Legally Sufficient Meal and Rest Breaks:

Labor Code section 1198 states "[t]he maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful."

At all times herein set forth, Labor Code § 226.7(a) provides that no employer shall require an employee to work during any meal or rest period mandated by an applicable order of the

California Industrial Welfare Commission.

Labor Code section 226.7(b) states: "An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health."

Labor Code section 512(a) states: "An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived."

Consequently, Labor Code section 558 states: "(a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows:

(1) For any initial violation, fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.

(2) For each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages."

Section (A) of the "Meal Period" provision of the applicable IWC Wage Order states, "[n]o employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee. Unless the employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered "'on duty" meal period and counted as time worked." Section (8) states "If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the meal period is not provided."

Section (A) of the "'Rest Periods" provision of the applicable IWC Wage Order states, "'Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minute net rest, time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3½) hours. Authorized rest period time shall be counted, as hours worked, for which there shall be no deduction from wages." Section (B) states "If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided."

Claimant and similarly situated aggrieved employees would regularly work shifts over 8 hours without being provided the opportunity to take a meal break. Defendants did not allow Claimant to take his 30-minute meal breaks because they refused to pay for work performed beyond 8 hours in a day so Plaintiff was pressured to skip his meal breaks in order to complete his work during the times he would be paid for. Notably, Defendants did not compensate Claimant and other similarly situated employees for their missed, interrupted or shortened meal breaks, as required by the law.

Defendants' policies and exercise of control over Claimant during their unpaid meal break time constituted work time, not break time and reduced their breaks beyond the minimal meal break time. Nonetheless, Defendants did not pay Claimant meal break premium payments owed as a result of said violations. Claimant seeks to pursue all available remedies, including recovery of wages, interest, attorney's fees and costs and penalties to the extent allowed by law on behalf of themselves and other non-exempt current and former aggrieved employees of Defendants.

Similarly, Claimant and similarly situated aggrieved employees would regularly work 8 hour days, or longer, for Defendants. However, Claimant and similarly situated other employees did not enjoy proper 10-minute breaks. Particularly, Defendants did not allow Claimant and similarly situated aggrieved employees to take break periods.

As set forth above, Defendants did not provide the opportunity to take compliant rest periods. Pertinently, Defendants did not allow Claimant and similarly situated aggrieved employees to take break periods. Furthermore, Defendants require employees to carry out for their benefit, therefore not allowing employees to take a rest break, as required by law.

Thus, Defendants denied Claimant and other similarly situated non-exempt employees in California specific rights afforded to them under the California Labor Code and the applicable Industrial Welfare Commission Wage Order ("IWC Wage Order"). Claimant seeks to pursue all available remedies, including recovery of wages, interest, attorney's fees and costs and penalties to the extent allowed by law on behalf of themselves and other non-exempt current and former aggrieved employees of Defendants.

Violation of Labor Codes §510, 1194, and 1197 / Failure to Pay Overtime, Minimum Wages, and Wages.

Labor Code section 510 states "[a]ny work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12- hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee."

Further, Labor Code section 1194(a) states "[n]otwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees and costs of suit." Liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon are provided for under Labor Code section 1194.2.

Additionally, Labor Code section 1197 states, "[t]he minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful."

Moreover, Labor Code section 1197. 1 (a) states "[a]ny employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Labor Code §203..." As provided for in Section 1197.1 (a)(1), for any initial violation that is intentionally committed, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee is underpaid. For each subsequent violation for the same specific offense, two hundred fifty dollars ($250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed.

Pertinently, Section (B) of the "Minimum Wages" provision of the applicable IWC Wage Order states "[e]very employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission or otherwise."

Claimant alleges that he and other current and former aggrieved employees were not compensated all minimum, regular, and overtime wages for all hours or fraction of hours worked. Specifically, Defendants did not pay Claimant and other similarly situated employees for time spent performing work at the yard which was approximately 3 to 6 hours per day. Moreover, Defendants did not allow Claimant and other similarly situated and aggrieved employees to take their meal and rest breaks as they remained under control of Defendants to completed work for their benefit. This was all work that the Claimant was not properly compensated for.

Consequently, Claimant will seek to pursue all available remedies, including those provided by PAGA, for these alleged violations on behalf of himself and other current and former aggrieved employees of Defendants including, but not limited to, penalties and attorney's fees, and costs afforded under Labor Code sections 1194.2 and 1197.1.

CONCLUSION

The facts and claims contained herein are based on the information available at the time of this writing. If Claimant becomes aware of additional claims, additional compensation owed and/or other violations to him or any other current and former employee of Defendants, they reserve the right to revise these facts and/or add any new claims by amending this written notice.

Pursuant to Labor Code § 2699.3, this notice is provided to the LWDA and Defendants to allow the Agency to determine whether it will investigate these allegations or issue a notice of right to proceed.

Submitted concurrently with this letter is the required filing fee of $75.00, per the PAGA requirements. Thank you for your assistance and cooperation in this matter. Should you have any questions, please contact me at (213) 382-2222

Very truly yours,
EMPLOYEE JUSTICE LEGAL GROUP

Luis Guardado, Esq.
Attorney at Law

PROOF OF SERVICE
STATE OF CALIFORNIA,
COUNTY OF LOS ANGELES

I reside in the county of Los Angeles, State of California, I am over the age of eighteen and not a party to the within action; my business address 1001 Wilshire Blvd., Los Angeles, California 90017. On the date shown below, I served the foregoing document, described as:

1. **Private Attorney General Act Notice.**

On the intended parties by placing the true copies thereof in a sealed envelope addressed to:

Department of Industrial Relations
California Labor & Workforce Development Agency
800 Capitol Mall, Suite 5000
Sacramento, CA 95814
[**Notice Filed Online via LWDA/PAGA Filing Portal**]

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800 S Douglas Rd., 10th Floor
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I am "readily familiar" with the firm's practices of collection and processing correspondence for mailing. Under that practice it would be deposited with the U. S. Postal Service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on the motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after the date of the deposit for mailing an affidavit of service thereof.

Executed on December 10, 2025, at Los Angeles, California.

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct.

Name: Kimberly Rivera

Signature: ____________