

LAW OFFICES OF
RAMIN R. YOUNESSI
A PROFESSIONAL LAW CORPORATION
3435 WILSHIRE BOULEVARD, SUITE 2200
LOS ANGELES, CALIFORNIA 90010
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PLEASE NOTE THIS FIRM DOES NOT
ACCEPT SERVICE BY FACSIMILE OR EMAIL

August 8, 2023

Via Electronic Filing Only

Attn: PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
(510) 622-3273

RE: Jose Nava Castillo vs. Motive Energy Telecommunications Group, Inc.
PRIVATE ATTORNEY GENERAL ACT (Our File No. 20137)

To Whom It May Concern:

Please be informed that Motive Energy Telecommunications Group, Inc. located at 125 E Commercial St., Bldg. B, Anaheim, CA 92801 and 755 Trademark Circle, Corona, CA 92879 (referred to as “Respondent”), and any other employers or person(s) acting on behalf of Respondent as such phrase is used under Labor Code sections 558 and 558.1, have committed and/or caused to be committed Labor Code violations against our client, Jose Nava Castillo, as well as other employees working for Respondent within the past four years, including all of Respondent’s other locations within California.

Our client Jose Nava Castillo worked as a Lead Assistant Foreman/Operator for Respondent from on or about October 24, 2022 through February 2, 2023, and was a full-time, non-exempt employee. Respondent failed to pay wages when due, failed to pay overtime compensation, failed to pay minimum wages, failed to provide rest periods, failed to pay sick leave, failed to maintain complete and accurate time records, failed to provide accurate itemized wage statements to our client, and/or failed to pay all wages due and owing at the end of employment.

Further, pursuant to the decision in *Huff v. Securitas Security Services, USA, Inc.* (2018) 23 Cal.App.5th 745, our client may represent all other potentially aggrieved employees who have been subjected to other additional labor code violations, even though our client did not suffer the same violations. Our client is informed and believes that Respondent wrongfully withheld wages, failed to pay wages when due, failed to pay overtime compensation, failed to pay minimum

wages, failed to provide meal periods, failed to provide rest periods, failed to pay sick leave, failed to provide timely and accurate itemized wage statements, failed to maintain complete and accurate time records, and/or failed to pay all wages due and owing at the end of other aggrieved employees' employment, as follows:

Respondent violated Labor Code §§ 1182.12, 1194, 1194.2, and 1197 because it failed to pay our client and/or other aggrieved employees California's statutory minimum wage.

Respondent violated Labor Code §510 because it failed to pay our client and/or other aggrieved employees overtime, even though they worked more than 8 hours per day and/or 40 hours per week throughout their employment.

Respondent violated Labor Code § 226.7 because it failed to provide our client and other aggrieved employees 10-minute rest breaks for every four (4) hours of work, or majority portion thereof, throughout their employment. Respondent failed to affirmatively advise our client and other aggrieved employees of the right to take statutory rest breaks, regularly interrupted our client's rest breaks, and/or did not completely relieve our client of all duty during said rest breaks. Respondent did not pay to our client one (1) additional hour of pay at our client's regular rate of compensation for each workday that one or more statutory rest breaks was not provided.

Respondent violated Labor Code §§ 226(a)(1), (2), (5) and (9), and 1174 because it failed to provide our client and other aggrieved employees with itemized wage and hour statements that fully or accurately stated the (1) gross wages earned, (2) total hours worked by the employee, (5) net wages earned, 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. Our client's paystubs failed to include all hours worked and omitted the hourly rate for those excluded hours, rendering both the stated gross and net wages false and inaccurate. Respondent further violated Labor Code § 226(a) because it failed to keep a copy of the required itemized statements on file for at least three (3) years at the place of employment or at a central location within the State of California.

Respondent violated Labor Code § 203 because it willfully failed to pay our client and/or other aggrieved employees earned and due wages upon separation of employment, either immediately upon involuntary termination, or within 72 hours of resignation. These earned but unpaid wages include minimum wages, regular wages earned but not paid, overtime wages, meal/rest period compensation, and all wages due and owing at the end of employment described above.

Each of the aforementioned violations is among the enumerated serious violations set forth in Labor Code § 2699.5, for which there is no statutory right to cure.

Please take further notice that Respondent violated Labor Code §246 because it failed to provide to our client and its other employees with paid sick leave. Our client worked for Respondent for more than 30 days and was entitled to accrue paid sick leave at the rate of 1 hour for every 30 hours worked. Our client and/or other aggrieved employees did not accrue any paid sick leave at all, and if they took time off from work that would have qualified as sick leave, received no wages for this time period.

Please take further notice that, based upon the above-mentioned violations, and in addition to the penalties provided by those specific sections themselves, our client also intends to seek penalties under the following Labor Code sections which themselves are inviolable but provide for recovery of penalties for violating one or more of the above-mentioned Labor Code sections: Labor Code §§ 203, 210, 248.5, 558, 226.3.

Respondent's violations of 8 Code of Regulations § 11060, Industrial Welfare Commission Order No. 6-2001, Labor Code §§ 201-203, 226, 226.7, 246, 510, 1174, 1182.12, 1194, 1194.2, 1197, 2699, and other applicable provisions, as alleged herein (i.e. Respondent wrongfully withheld wages, has failed to pay wages when due, has failed to pay minimum wages, has failed to pay overtime wages, has failed to provide rest periods, has failed to provide timely and accurate itemized wage and hour statements, failed to maintain complete and accurate time records, and has failed to pay all wages due and owing at the end of our clients' and other aggrieved employees' employment) constitute unfair business practices in violation of Business & Professions Code §§ 17200, et seq.

Our client is informed and believes, and thereon alleges, that he and other employees were subject to the same violations and, therefore, are aggrieved employees within the meaning of California Labor Code § 2699. Thus, our client, as an aggrieved employee, brings an action against Respondent, on behalf of himself and other current and former employees.

Should your agency choose not to pursue this matter, this law office intends to vigorously prosecute the aforementioned Labor Code violations on its behalf, and vindicate the rights of all employees who have been subjected to these same Labor Code violations by Respondent.

Respectfully,

**LAW OFFICES OF RAMIN R. YOUNESSI
A PROFESSIONAL LAW CORPORATION**

A handwritten signature in black ink, appearing to read 'Samantha L. Ortiz', with a stylized flourish at the end.

Samantha L. Ortiz
Attorney at Law

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August 8, 2023

Via U.S. First Class Mail and Certified Mail/ Return Receipt Requested

Motive Energy Telecommunications Group, Inc.
755 Trademark Circle
Corona, CA 92879

Motive Energy Telecommunications Group, Inc.
125 E Commercial St., Bldg. B,
Anaheim, CA 92801

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Our client is informed and believes, and thereon alleges, that he and other employees were subject to the same violations and, therefore, are aggrieved employees within the meaning of California Labor Code § 2699. Thus, our client, as an aggrieved employee, brings an action against Respondent, on behalf of himself and other current and former employees.

Please be advised that this office has a lien on the above-entitled case for attorneys' fees and costs. As such, you are hereby advised to make all settlement checks payable to Law Offices of Ramin R. Younessi, Client Trust Account. Should you fail to do so, we will separately pursue our attorneys' fees and costs.

Please contact our law office within the next two (2) weeks in order to discuss a settlement for our client's wage and hour claims.

Respectfully,

LAW OFFICES OF RAMIN R. YOUNESSI
A PROFESSIONAL LAW CORPORATION

A handwritten signature in black ink, appearing to read 'Samantha L. Ortiz', with a stylized flourish at the end.

Samantha L. Ortiz
Attorney at Law