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Labor and Workforce Development Agency /
Department of Industrial Relations
Private Attorneys General Act (PAGA) - Filing
New PAGA Claim Notice

Via Certified U.S. Mail – Return Receipt Requested

Symba Center
Attention: Mr. Shawn Smith
16519 Victor Street, Suite 424
Victorville, California 92395

Re: Notice Pursuant to California Labor Code § 2699.3

To Symba Center and Representatives of the LWDA:

My office represents Mr. Ricardo Velazco ("Mr. Velazco"), former, non-exempt employee of Symba Center. Pursuant to the California Labor Code Private Attorneys General Act of 2004 ("PAGA"), Labor Code § 2698 *et seq.*, this letter sets forth the specific provisions of the Labor Code and Industrial Welfare Commission ("IWC") Wage Order No. 5-2001[1], which Mr. Velazco allege that Symba Center, and any and all related entities (collectively, "Employer"), has violated, including the facts and theories to support the alleged violations.

Mr. Velazco hereby provides this notice to Employer pursuant to California Labor Code § 2699.3. In that respect, my office is investigating a potential representative action on behalf of all current and former non-exempt employees of Employer ("aggrieved employees") in the State of California regarding Employer's unlawful policies and practices with respect to their employment, and more specifically, violations of California wage and hour laws, as described in detail below.

[1]Hereinafter, when reference is made to IWC Wage Order No. 5-2001, it shall include reference to corresponding sections of all other applicable IWC Wage Orders.

Please be advised that this letter constitutes written notice required by Labor Code §2699.3(a)(1) and 2699.3(c)(1) and may lead to immediate action against Employer in a court of law and/or administrative proceedings, as well as the imposition of substantial penalties and other remedies against Employer, as well as against any and all officers, owners, directors, managers, managing agents, or entities who are or may be liable under law for any of the violations alleged herein.

This notice shall be construed as extending without limitation to any past, present, future, or continuing violation of the California Labor Code, applicable IWC wage orders, or regulations thereunder which might be discovered as a result of a reasonable and diligent investigation made pursuant to this notice.

This notice is hereby given to and made against Employer and any and all related and/or alter ego companies, corporations, partnerships, subsidiaries, and/or business entities, as well as against any and all officers, owners, directors, managers, managing agents, or entities who are or may be liable under law for any of the violations alleged herein.

This letter also serves as notice of Mr. Velazco's demand for preservation and non-spoliation of evidence, requesting that all relevant documents and data be saved and that all electronic files and hard-copy documents that are related to Mr. Velazco's employment and potential claims must be preserved, even without a court order. Spoliation of evidence may result in legal claims for damages and monetary and evidentiary sanctions, including "adverse inference" jury instructions. Furthermore, intentional spoliation of evidence may carry criminal consequences pursuant to California Penal Code § 135.

PRELIMINARY STATEMENT

Among other things, Mr. Velazco alleges that Employer is liable for the following: failure to provide meal and rest periods to aggrieved employees, in violation of California Labor Code §§ 226.7, 510, 512, 558, 1194, 1197 and Wage Order No. 5-2001, §§ 11-12 (including requiring employees to carry cell phones and walkie-talkies during meal periods, auto-deducting meal periods, work during their meal periods, and not permitting aggrieved employees to leave the work premises); failure to provide recovery periods as required under California Labor Code § 226.7 and California Code of Regulations, Title 8, Section 3395; failure to pay one additional hour of compensation to aggrieved employees at their regular rates of pay for each work day that a meal, recovery or rest period is not provided, in violation of California Labor Code § 226.7 and Wage Order No. 5-2001, §18 (including the failure to pay premium payments at the regular rate of pay); failure to pay aggrieved employees overtime wages, and failure to properly calculate overtime wages, in violation of California Labor Code §§ 510, 1194, 1184.14, 1198, and Wage Order No. 5-2001, § 3 (including off the clock work, not paying at the regular rate, failing to pay for training time, rounding, editing/manipulating time entries, pre-and post-shift work, including but not limited to, failure to pay minimum and straight time wages to aggrieved employees in violation of

California Labor Code §§ 510, 1194 and IWC Wage Order No. 5-2001, § 4; failure to timely pay aggrieved employees all wages due, in violation of California Labor Code §§200, 204 and 210; willful failure to pay discharged or quitting aggrieved employees all wages due, in violation of California Labor Code §§ 201, 202 and 203; failure to provide accurate itemized wage statements to aggrieved employees, in violation of California Labor Code §§ 226, 1174, and 1174.5; failure to maintain required records of aggrieved employees, in violation of California Labor Code §§ 1174, 1174.5, and Wage Order No. 5-2001, § 7; failure to provide records of employment; failure to indemnify aggrieved employees for employment expenditures, and/or losses, in violation of California Labor Code § 2802; the failure to implement a workplace violation policy, in violation of Labor Code §§6401.7 and 6401.9; and the failure to comply and implement a Heat & Temperature Illness Program, in violation of Labor Code §§6721, Sections 3395 and 3396 of Title 8 of the California Code of Regulations, otherwise known as the Maria Isabel Jimenez heat illness standard.

FACTS AND THEORIES

Mr. Velazco was hired by Employer as a Peer Support Specialist, an hourly, non-exempt position, paid at the hourly rate of $20.00. Mr. Velazco worked at Employer's located at 16902 1st Street, Victorville, California 92395. Mr. Velazco was employed from November 24, 2025, through January 7, 2026. Mr. Velazco's duties included, but were not limited to, cleaning restrooms, taking out the trash, assisting with homeless individuals and guiding them, and other duties and responsibilities as instructed by Employer. Employer operates a clinic which provides integrated health and social services to low-income, uninsured, and unhoused individuals in the High Desert region. Its services include primary medical care, behavioral health, substance use disorder counseling, recuperative care, case management, housing navigation, and life skills programming. Mr. Velazco, on behalf of himself and all other aggrieved employees during the one (1) year preceding the date of this notice letter, provides notice to Employer of the following facts and theories:

I. Meal Period Violations

Pursuant to California Labor Code § 226.7, 512, 558 and IWC Order No. 5-2001, § 11, no employer shall employ any non-exempt employee for a work period of more than five (5) hours without a meal period of not less than thirty (30) minutes. Non-exempt employees are also entitled to two (2) meal periods of not less than thirty (30) minutes for a work period longer than ten (10) hours. In the alternative, Mr. Velazco and the other aggrieved employees were required to work illegal on-duty meal periods. An employer is required to pay one (1) hour of compensation for each missed or non-compliant meal periods to its non-exempt employees.

Employer regularly did not allow their non-exempt employees, including Mr. Velazco, to take a full thirty (30) minute meal period, and meal periods were regularly short (less than thirty minutes), late (taken after 5 hours), and interrupted (work was performed during the meal period). Among other things, Employer also did not properly notify their non-exempt employees of their rights under California law to take timely, uninterrupted meal periods (including the right to second meal periods during shifts of longer than ten (10) hours), and thus, aggrieved employees like Mr. Velazco were left in the dark as to when or for how long they could take their meal periods.

Moreover, Employer required Mr. Velazco and the other aggrieved employees to work through their meal periods and maintained control over aggrieved employees while they attempted to take their thirty (30) minute meal periods; auto-deducting meal periods (Employer failed to maintain records of when meal periods were actually taken), not allowing aggrieved employees to leave their work areas, and other methods to be discovered.

To the extent Employer had any type of policy regarding the provision of meal periods to their non-exempt employees, Employer's policies and procedures would actively discourage such meal periods. Employer consistently denied Mr. Velazco and the other aggrieved employees compliant meal periods forcing Mr. Velazco to skip his meal periods, take his meal periods after working longer than five (5) hours, perform work during his meal periods, return to work after taking less than a thirty (30) minute meal period or miss his meal periods entirely.

Employer further violated California Labor Code § 226.7 and IWC Wage Order No. 5-2001 by willfully failing to compensate Mr. Velazco and other aggrieved employees who were not provided with a meal period in compliance with California law with one (1) additional hour of compensation at their regular rates of pay for each workday that a compliant meal period was not provided, alternatively, Mr. Velazco and the other aggrieved employees are entitled to penalties pursuant to IWC Wage Order No. 5-2001, § 18, based upon this violation.

II. <u>Rest Period Violations</u>

Employer failed to authorize and permit Mr. Velazco and other aggrieved employees to take rest periods as required under California Labor Code §§ 226.7 and 512, and IWC Wage Order No. 5-2001, § 12. California Employers are required to provide a ten (10) minute rest period for every four hours worked or "major fraction" thereof. Further, California Employers are required to pay one (1) hour of compensation for each day in which a legally compliant rest period is not provided.

As with meal periods, Employer's policies and practices caused Mr. Velazco and other aggrieved employees to miss or otherwise take non-compliant rest periods by, among other things, giving them unreasonable amounts of work that had to be completed within their shift such that rest periods simply could not be taken. This was the result of systematic understaffing and unrealistic project goals and deadlines. For example, Mr. Velazco was constantly busy working and performing other job duties such that he could not take complete and uninterrupted rest periods. In addition, Employer did not adequately notify aggrieved employees of their rights to take rest periods and systematically denied them the opportunity to take rest periods. Employer also maintained complete control over the aggrieved employees when they attempted to take rest periods by not allowing aggrieved employees to leave their work areas.

Employer has further violated California Labor Code § 226.7 and IWC Wage Order No. 5-2001, § 18 by failing to pay Mr. Velazco and other aggrieved employees one (1) additional hour of compensation at their regular rates of pay for each workday that a legally-compliant rest period was not provided, alternatively, Mr. Velazco and the other aggrieved employees are entitled to penalties pursuant to IWC Wage Order No. 5-2001, § 18, based upon this violation.

III. <u>Recovery Period Violations</u>

Employer failed to provide recovery periods to the aggrieved employees as required under California Labor Code § 226.7 and California Code of Regulations, Title 8, Section 3395. Employer is required to provide recovery or “cooldown” periods to non-exempt employees, who are working outdoors, in order to prevent heat illness. Further, Employer is required to pay one (1) additional hour of compensation at the non-exempt employee’s regular rate of pay for each workday in which the recovery period is not provided.

Mr. Velazco and the other aggrieved employees worked and continue to work outdoors. This work is frequently performed over the course of many hours in heat exceeding 85 degrees Fahrenheit. Despite these work conditions, Employer has failed to implement any policy or practice of providing proper recovery periods to their non-exempt employees.

Employer has similarly failed to make any efforts to comply with heat illness prevention regulations by providing proper places of shade for recovery periods or by supplying sufficient amounts of drinking water. There have been many days when Employer did not provide aggrieved employees with any water, and aggrieved employees had no knowledge they were entitled to take recovery periods and thus they never took them.

Employer further violated California Labor Code § 226.7 by failing to pay aggrieved employees one (1) additional hour of compensation at their regular rates of pay for each workday that a recovery period was not provided.

IV. <u>Failure to Pay Overtime Wages</u>

Pursuant to California Labor Code §§ 510, 1182.14, 1194 and IWC Wage Order No. 5-2001, § 3, Employer is required to compensate Mr. Velazco and other aggrieved employees for all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive work day, with double time for all hours worked in excess of eight (8) hours on the seventh day of any workweek, or after twelve (12) hours in any workday.

Mr. Velazco and other aggrieved employees are entitled to the protections of California Labor Code §§ 510, 1194 and IWC Wage Order No. 5-2001. Employer failed to compensate Mr. Velazco and other aggrieved employees for all overtime hours worked by simply not paying them any overtime, even though they worked shifts in excess of 8 hours and worked well over 40 hours in a workweek. Employer also fails to pay overtime at one and one-half (1 ½) or double the regular rate of pay, by among other things, not including the value of bonuses, and other forms of compensation in the calculation of overtime; requiring, permitting or suffering Mr. Velazco and other aggrieved employees to work off the clock; requiring, permitting or suffering Mr. Velazco and other aggrieved employees to work through meal periods but not compensating them for this time, rounding time worked by Mr. Velazco and the other aggrieved employees in such a manner that is favorable to Employer, failing to include this time in all hours worked; illegally and inaccurately, recording time that Mr. Velazco and other aggrieved employees worked; failure to pay the regular rate of pay based upon non-discretionary bonus payments and the other aggrieved employees; and other methods to be discovered.

Employer has refused to perform their obligations to compensate Mr. Velazco and other aggrieved employees for all overtime wages earned in violation of California Labor Code §§ 510, 1194, 1182.14, 1198, and IWC Wage Order No. 5-2001, § 3.

V. <u>Failure to Pay Minimum Wages and Straight Time Wages</u>

Pursuant to California Labor Code §§ 1182.14, 1194, 1197, and IWC Wage Order No. 5-2001, § 4, payment to a non-exempt employee of less than the applicable minimum wage for all hours worked in a payroll period is unlawful.

Employer operates as a community clinic within the meaning of California Health and Safety Code § 1204(a), funded through government contracts and donations, with patient charges based on ability to pay. Under California Labor Code § 1182.14, enacted by SB 525 (Chapter 890, Statutes of 2023), "covered health care facilities" include licensed community clinics. Employer constitutes a covered health care facility employer subject to the mandatory health care worker minimum wage.

Under Labor Code § 1182.14(b)(2)(A), a "covered health care employee" means any employee of a health care facility employer who provides patient care, health care services, or services supporting the provision of health care — including, but not limited to, employees performing work in the occupations of caregiver, technical and ancillary services worker, and nonmanagerial administrative worker, regardless of formal job title. A Peer Support Specialist working in a behavioral health and recuperative care setting, providing direct client-facing services, plainly falls within this broad definition. Mr. Velazco was therefore a covered health care employee entitled to the health care worker minimum wage.

For community clinic employers under Labor Code § 1182.14(c)(3)(B), the mandatory minimum wage for all covered health care employees is $21.00 per hour from July 1, 2024 through June 30, 2026. The mandatory minimum wage increases thereafter. As clarified by subsequent legislation, the effective date of this requirement is October 16, 2024.

Here, from on or about October 16, 2024, through the end of his employment in 2025, Mr. Velazco was paid at a rate of $20.00 per hour. The legally mandated minimum wage applicable to him as a covered health care employee of a community clinic employer was $21.00 per hour. Employer therefore underpaid Mr. Velazco by $1.00 per hour for every hour worked during this period, in direct violation of Labor Code § 1182.14.

Employer failed to pay Mr. Velazco and other aggrieved employees minimum wages for all hours worked by, among other things: requiring, permitting or suffering Mr. Velazco and other aggrieved employees to work off the clock; requiring, permitting or suffering Mr. Velazco and other aggrieved employees to work through meal and rest periods but not compensating them for this time, and failing to include this time in all hours worked; illegally and inaccurately recording time that Mr. Velazco and other aggrieved employees worked; failing to pay for training time; rounding and/or manipulating timecards; failing to pay for pre-work and post-work; and other methods to be discovered. As a result, Employer failed to pay Mr. Velazco and the other aggrieved employees all minimum and straight time wages earned.

VI. Failure to Timely Pay All Wages Earned

Employer violated California Labor Code §§200, 204 and 210. California Labor Code §200 provides an employer must compensate and employee for wages earned based upon the employee's labor. Further, California Labor Code § 204 provides that labor performed between the 1st and 15th days, inclusive of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. Next, California Labor Code §210 provides that an employer is liable for penalties in the amount of one hundred dollars ($100) for each failure to pay each employee, and for each subsequent violations, or any willful or intentional violation, two hundred dollars ($200) for each failure to pay each employee in addition to twenty-five (25) percent of the amount unlawfully withheld.

Employer failed to pay Mr. Velazco, and aggrieved employees on their regularly scheduled payday for all labor performed during the preceding pay period by, among other things, failing to pay Mr. Velazco, and other aggrieved employees for work they performed off the clock; failing to pay them proper overtime and minimum wages; failure to pay premium payments for noncompliant meal periods and missed rest periods; requiring them to work through their meal and rest periods without proper compensation and/or remuneration; failing to pay the regular rate of pay; failing to reimburse them for employment-related expenses; and other methods to be discovered. Employer knew it was required to pay Mr. Velazco, and other aggrieved employees these wages owed and due no later than the payday for the next regular payroll period following the payroll period in which the wages were earned, yet it willfully and knowingly failed to do so.

VII. Failure to Pay All Wages Due Upon Discharge or Termination

Pursuant to California Labor Code § 201, 202, and 203, California Employers are required to pay all earned and unpaid wages to a non-employee who is discharged. California Labor Code § 201 mandates that if an employer discharges a non-exempt employee, that employee's wages accrued and unpaid at the time of discharge are due and payable immediately. Pursuant to California Labor Code § 202, a California employers are required to pay all accrued wages due to a non-exempt employee no later than 72 hours after the employee quits his or her employment, unless the employee provides 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.

California Labor Code § 203 provides that if an employer willfully fails to pay, in accordance with California Labor Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the employer is liable for waiting time penalties in the form of continued compensation to the non-exempt employee at the same rate for up to thirty (30) workdays.

Because Employer, among other things, has required Mr. Velazco and other aggrieved employees to work off the clock without compensation, has required them to work through their meal and rest periods without proper compensation and/or remuneration, failed to pay premium payments for missed/noncompliant meal and rest periods; and has illegally rounded the time worked by Mr. Velazco and other aggrieved employees by rounding the time they worked in a one-sided manner in favor of Employer, it has willfully failed and continues to fail to pay wages due to Mr. Velazco and other aggrieved employees in accordance with California Labor Code §§ 201 and 202.

VIII. Failure to Maintain Required Records

Employer has failed to maintain records as required under California Labor Code §§ 226, 1174, and IWC Wage Order No. 5-2001, § 7, including but not limited to, the following records: total daily hours worked by each employee; applicable rates of pay; all deductions; meal periods; time records showing when each employee begins and ends each work period; and provide accurate itemized statements that reflect all compensation and remuneration owed and due to them. Employer has knowledge that it is not providing its non-exempt employees with proper meal, recovery and rest periods, but omits from the wage statements such compensation and/or remuneration. Additionally, Employer requires aggrieved employees to work through meal and rest periods and work off the clock and fails to record this time or compensate them for this time.

IX. Failure to Furnish Accurate Itemized Wage Statements

Employer has failed to provide Mr. Velazco and other aggrieved employees with timely, accurate, and itemized wage statements (i.e., pay stubs) in writing showing each employee's gross wages earned, total hours worked, all deductions made, net wages earned, the name and address of the legal entity or entities employing Mr. Velazco and other aggrieved employees, the inclusive dates of the period for which the employee is paid, and all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate, minimum wages, premium pay for missed meal, recovery and rest periods, all in violation of California Labor Code § 226, 1182.14 and IWC Wage Order No. 5-2001, § 7.

Here, Employer failed to provide Mr. Velazco with a wage statement compliant with California Labor Code § 226. Mr. Velazco is informed and believes other aggrieved were also not provided with compliant wage statements. When Employer issued wage statements, Employer's wage statements violate California Labor Code § 226 because they omit required information. Employer has not been providing Mr. Velazco and other aggrieved employees with proper meal and rest periods but intentionally fails to include in their wage statements one (1) additional hour of compensation at their regular rates of pay for each missed or non-compliant meal, recovery and rest periods, in addition to not paying the accurate minimum wage making the wage statements inaccurate. In addition, wage statements inaccurately list the amounts of hours worked by Mr. Velazco and the other aggrieved employees overtime based upon off their clock work, and fail depict the correct regular rate of pay based upon nondiscretionary bonus payments, resulting in inaccurate wages earned by Mr. Velazco and the other aggrieved employees, and other methods yet to be discovered.

X. Failure to Indemnify Employees for Necessary Employment Expenditures

California Labor Code §2802(a) requires California Employer to indemnify non-exempt employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.

Employer has failed to indemnify Mr. Velazco and other aggrieved employees for all business expenses and/or losses incurred in direct consequence of the discharge of their duties while working under the direction of Employer in violation of California Labor Code § 2802. Employer failed to properly indemnify Mr. Velazco and other aggrieved employees for use of their personal cell phones, uniforms, tools, and other unreimbursed expenses which they used regularly for work purposes.

XI. <u>Failure to Implement a Indoor Temperature Prevention Policy</u>

Employer failed to maintain adequate temperatures which created excessive heat, coolness or humidity exposing Mr. Velazco and the other aggrieved employees to temperature related hazards. Employer failed to maintain a comfortable working environment.

On June 20, 2024, the Occupational Safety and Health Standards Board approved California Code of Regulations, Title 8, section, "Heat Illness Prevention in Indoor Places of Employment". This standard applies to most workplaces where the indoor temperature reaches 82°F. It established

required safety measures for indoor workplaces to prevent worker exposure to risk of heat illness. This standard went into effect on July 23, 2024. Employer has failed to comply with the mandates of the new OSHA regulations and California law.

The applicable provisions of the IWC Wage Orders require temperature to be maintained at comfortable levels. Section 15 of the applicable Wage Orders States the following:

> "***<u>15. Temperature</u>***
>
> *(A) The temperature maintained in each work area shall provide reasonable comfort consistent with industry-wide standards for the nature of the process and the work performed.*
>
> *(B) If excessive heat or humidity is created by the work process, the employer shall take all feasible means to reduce such excessive heat or humidity to a degree providing reasonable comfort.*"

Pursuant to California Labor Code §6721, Employer was mandated to implement indoor heat prevention standards as set forth in the recently amended Sections 3395 and 3396 of Title 8 of the California Code of Regulations, otherwise known as the Maria Isabel Vasquez Jimenez heat illness standard. Employer failed to implement Indoor Heath Prevention policies for Mr. Velazco and the aggrieved employees at its healthcare enter in Victorville, California.

Section 3396 required Employer to establish, implement, and maintain an effective Heat Illness Prevention Plan for indoor places of employment. The plan must be in writing and include procedures for water provision, access to cool-down areas, temperature measurement, emergency response, and acclimatization. Employer failed to establish, implement and maintain an effective Heat Illness Prevention Plan for both indoor and outdoor places of employment for Mr. Velazco and the other aggrieved employees.

Employer's failure to comply with California Labor Code §6721 and the recently amended Section 3395 of Title 8 of the California Code of Regulations will result in the imposition of substantial civil penalties. In particular, California Labor Code §6428 provides that any employer which violates any occupational safety or health standard shall be assessed a civil penalty of up to $25,000 for each serious violation. Any Employer that operates without an injury prevention program can be assessed heightened penalties of up to $124,708. See, California Labor Code §6429.

XII. <u>Failure to Implement a Workplace Violence Prevention Policy</u>

California Labor Code §§6401.7 and 6401.9 required Employer to develop and implement a workplace violence prevention plan in accordance with newly codified Labor Code section 6401.9, which sets out the requirements for the plan. Starting July 1, 2024, Employer was required to establish, implement, and maintain a Workplace Violence Prevention Plan that includes: 1) implementation of a Workplace Violence Prevention Plan; 2) maintaining a violence incidence log; 3) training program to discuss and prevent workplace violence; and 4) maintain records relating to workplace violence which includes, records of workplace violence hazard identifications, evaluations, and correction must be created and maintained for a minimum of five years; training records must be created and maintained;. incident logs; and records of workplace violence incident investigations under must be maintained.

Employer willfully failed to implement a Workplace Violence Prevention Policy starting on or about July 1, 2024. For instance, in the event of an unruly patient, as a result of Employer's failure to implement a Workplace Violence Prevention Policy, Mr. Velazco was unsure what steps to take to protect himself and the other aggrieved employees from future occurrences other than to contact the local police. Employer's healthcare facility lacks the necessary protection such as containment doors or security barriers in order to protect the aggrieved employees.

Based upon the foregoing, Mr. Velazco and the other aggrieved employees are entitled to recover penalties up to $25,000 for serious violations, and up to $158,727 for "willful" violations based upon Employer's failure to implement a workplace violence protection policy. See, Labor Code §§6401.7, 6401.9, 6428, and 6429.

<u>DEMAND</u>

This notice shall further represent Mr. Velazco's reasonable attempt to settle his dispute with Employer prior to litigation. Pursuant to *Graham v. Daimler Chrysler Corp.* (2004) 34 Cal. 4th 553, this notice serves to apprise Employer of Mr. Velazco's aforementioned grievances and the proposed remedies as detailed below, while affording Employer a reasonable opportunity to meet Mr. Velazco's demands.

Demand is hereby made that Employer shall agree, in writing received by this office no later than thirty-three (33) calendar days from the postmark date of this notice, to pay Mr. Velazco and all other aggrieved employees employed by Employer at any time during the past twelve (12) months, back pay and compensation for the above-referenced violations. Additionally, demand is hereby made that Employer shall agree to comply with all California wage and hour laws as described herein and ensure that its hourly aggrieved employees are paid proper overtime compensation and given required meal and rest periods. In addition, the following demands are hereby made:

1. Employer shall agree to conduct a survey or interview of all aggrieved employees in California during the past twelve (12) months to obtain information from them about the number of meal and rest periods each employee missed during their work shifts, with the investigation to be completed within thirty (30) days;

2. Employer shall agree to pay each aggrieved employee one (1) hour of pay for every shift in which he or she missed or otherwise did not take a compliant meal, recovery or rest period, as required by California Labor Code § 226.7 and the applicable IWC Wage Order;

3. Employer shall immediately implement a heat prevention policy and provide for recovery periods, and pay premium payments for missed recovery periods for a period of the past twelve (12) months on days that are over 85 degrees Fahrenheit;

4. Employer shall agree to pay each aggrieved employee all unpaid overtime hours, as required pursuant to California Labor Code §§ 1182.14, 1194, 1197, and IWC Wage Order No. 5-2001, § 4;

5. Employer shall agree to pay each aggrieved employee all unpaid overtime hours, as required pursuant to California Labor Code §§ 510, 860, 1194, 1198, and Wage Order No. 5-2001, § 3;

6. Employer shall agree to reimburse those aggrieved employees who were forced to pay for any business expenses incurred for the benefit of Employer pursuant to California Labor Code § 2802;

7. Employer shall provided copies of all documents used for obtaining and/or holding employment as requested by any aggrieved employee within thirty (30) days of this Notice;

8. Employer shall further agree to cure their wage statement violations by providing fully compliant, itemized wage statements, to each and every aggrieved employee for each pay period for one (1) year prior to the date of this notice letter;

9. Employer shall agree to pay a thirty (30) day waiting time penalty, equal to thirty (30) days of pay, to each formerly employed aggrieved employee who reports any unpaid wages as described herein;

10. Implement a Workplace Violence Prevention Policy, pursuant to California Labor Code §§ 6401.7 and 6401.9, within thirty (30) days of this Notice, and report all acts of violence that have occurred within 365 days prior to this Notice to the LWDA;

11. Implement an Occupational Safety and Health Standards Board approved California Code of Regulations, Title 8, section 3396, within thirty (30) days of this Notice;

12. Employer shall agree to pay accrued interest to all aggrieved employees at the rate of ten percent (10%) per annum for said unpaid wages; and

13. Employer shall agree to pay all penalties and civil penalties due arising from the violations of the California Labor Code and IWC wage order sections referenced above and pursuant to PAGA, California Labor Code § 2698 *et seq*.

Employer shall further agree to pay all statutory and civil penalties arising from the violations of the Labor Code and IWC wage order sections referenced herein, including but not limited to Labor Code §§ 2698 *et seq*. (PAGA), 210, 218.5, 225.5, 226.3, 558, 1174.5, 1197.1, 1199, 2802, 2699, Wage Order No. 5-2001, § 20, and all other applicable IWC Wage Orders. Employer shall further agree to create and implement policies and practices that ensure compliance with the California laws referenced herein. Mr. Velazco, on behalf of the State of California, reserves all rights to pursue injunctive and declaratory relief pursuant to Labor Code §§2699 (e)(1) and (k)(1) in any action.

If the Labor and Workforce Development Agency intends to investigate the allegations set forth herein, please provide notice, via United States Certified Mail to:

THE WHEELER LAW FIRM, APC
Scott Ernest Wheeler, Esq.
Justin A. Wheeler, Esq.
250 West First Street, Suite 216
Claremont, California 91711
Telephone: (909) 621-4988
Facsimile: (909) 621-4622
Email: sew@scottwheelerlawoffice.com
jaw@scottwheelerlawoffice.com

In the meantime, please contact me with any questions.

Very Truly Yours,

SCOTT ERNEST WHEELER

SEW/cc