



March 26, 2026

NOTICE VIA ONLINE SUBMISSION

California Labor and Workforce Development Agency
Private Attorney General Act (PAGA) - Filing
Labor and Workforce Development Agency
1515 Clay Street, Suite 801
Oakland, California 94612
PAGAFilings@dir.ca.gov

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

ESP Enterprises, Inc.
c/o Registered Agent: Steven Pickett
5716 Corsa Ave Suite 110
Westlake Village, CA

ADP TotalSource FL XIX, Inc.
c/o Registered Agent: Amanda Garcia
330 N Brand Blvd.
Glendale, CA

Re: Notice by Edwin Alvarado on Behalf of Himself and all other Aggrieved California Employees of ESP Enterprises, Inc., ADP TotalSource FL XIX, Inc., Charles Robinson, and Does 1-10 as an individual and a Representative of the State of California

Dear PAGA Administrator:

Pursuant to the Labor Code Private Attorneys General Act of 2004 ("PAGA"), Labor Code §§ 2698, *et seq.*, Edwin Alvarado ("Mr. Alvarado" or "Claimant") intends to bring a civil action against ESP Enterprises, Inc., ADP TotalSource FL XIX, Inc., Charles Robinson, and Does 1-10, individually and on behalf of the State of California and all other Aggrieved Employees. This letter serves as Claimant's written notice pursuant to Labor Code § 2699.3(a)(1), providing the Labor and Workforce Development Agency ("LWDA") the opportunity to investigate the alleged claims contained herein of the specific provisions of the Labor Code allegedly violated by the Employers and the facts and theories in support of said allegations. This information contained herein is based on currently possessed information and belief.

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If the LWDA does not intend to investigate the alleged violations, Claimant intends to file a representative civil action for PAGA penalties on behalf of himself and all other Aggrieved Employees of the Employers and shall seek civil penalties under the PAGA. A copy of this Notice is being sent to the Employers by certified mail.

Identity of Aggrieved Employees

Mr. Alvarado intends to pursue PAGA civil penalties on his own behalf, on behalf of the State of California, and on behalf of other current and former employees of the entities and individual referenced herein who performed non-exempt work as field technicians engaged in installation and maintenance work for the Metro transit system throughout Los Angeles County, California. Said employees include all individuals who were either: 1) classified as non-exempt field technicians or 2) should have been classified as non-exempt field technicians, at any time during the relevant limitations period. The said employees are collectively referred to hereinafter as “Aggrieved Employees.” The names of Aggrieved Employees (other than Mr. Alvarado) are contained within the personnel and/or business records of the Employers.

Identity and Capacity of Employers/Joint Employers

Mr. Alvarado intends to pursue a PAGA action against ESP Enterprises, Inc., a Texas Stock Corporation doing business in Los Angeles County, California; ADP TotalSource FL XIX, Inc., a Florida Stock Corporation operating as a Professional Employer Organization and co-employer; Charles Robinson, an individual who served as Manager and Project Manager; and Does 1-10, whose true names and capacities are currently unknown (collectively referred to as “Employers”). Mr. Alvarado will seek to hold all owners, directors, officers, and managing agents of the Employers personally liable for said violations to the extent permitted under Labor Code § 558.1. Specifically, Charles Robinson, as a managing agent who exercised control over wages, hours, and working conditions, may be held personally liable under Labor Code § 558.1 for causing wage and hour violations on behalf of ESP Enterprises, Inc.

All business entities referenced herein were the alter-egos of each and every other entity and individual referenced herein. There exists, and at all times herein mentioned has existed, a unity of interest and ownership between said entities and individuals such that any separateness between them ceased to exist in that said individuals and other entities have completely controlled, dominated, managed, and operated the business entities and have intermingled the assets of each to suit convenience. Further, each of the business entities is, and at all times mentioned herein were, mere shells, instrumentalities, and conduits through which the other above-referenced entities and individuals carried out their business while exercising complete control and dominance of the business such that individuality or separateness did not truly exist. Therefore, in this PAGA action, Mr. Alvarado will seek to hold each said individual and entity jointly and severally liable for any and all violations committed by the other above-referenced individuals and entities.

The Employers are joint employers of Aggrieved Employees for the following reasons: 1) Said entities and individuals directly and indirectly exercised control over the wages, hours, and working conditions of Aggrieved Employees; 2) Said entities and individuals had knowledge (either personally or through officers, directors, and managing agents) of the work Aggrieved Employees were doing for them and failed to prevent violations from occurring; and 3) Said

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entities retained or assumed a general right of control over hiring, direction, supervision, discipline, discharge, and relevant day-to-day aspects of the workplace behavior of Aggrieved Employees.

Background of Employer:

ESP Enterprises, Inc. is a Texas-based corporation that provides installation and maintenance services for fare collection equipment manufacturers and transit-focused electronics throughout North America, including California. ESP Enterprises operates as a licensed electrical contractor specializing in the installation and maintenance of Metro transit system fare collection equipment at various bus and train stations throughout the Los Angeles metropolitan area. In order to meet its business objectives, ESP Enterprises employs field technicians like Mr. Alvarado to perform installation, maintenance, and technical support work at Metro transit stations across Los Angeles County, California.

Background of Aggrieved Employees:

Mr. Alvarado was employed by ESP Enterprises as a field technician from October 13, 2024, through December 19, 2025. ESP Enterprises classified Mr. Alvarado as non-exempt and paid him at an hourly rate of \$30.00 per hour on a weekly basis. From October 2024 through January 5, 2025, Mr. Alvarado was placed on unpaid standby status with no work assignments and no compensation.

Beginning January 6, 2025, Mr. Alvarado commenced active work performing technical installation and maintenance duties at various Metro transit system stations throughout Los Angeles County. Mr. Alvarado worked Monday through Friday, approximately 8 hours per day, totaling approximately 40 hours per week, with occasional Saturday work. Mr. Alvarado's daily assignments required him to use his personal vehicle to travel between multiple Metro station job sites, covering distances of 30 to 90 miles round trip. During his approximately six-month active employment period from January through July 2025 (approximately 120 working days), Mr. Alvarado's direct supervisor, Charles Robinson (Project Manager), and a supervisor from Cubic named "John," systematically directed Mr. Alvarado and other field employees to log 30-minute meal breaks in the ADP timekeeping system that were not actually provided. Mr. Alvarado was only able to take approximately five to ten actual meal breaks during this entire period, yet was required to falsify his time records. When brief periods of downtime occurred, Mr. Alvarado was required to remain on-site and available for work duties, denying him uninterrupted, duty-free rest breaks. Despite the business necessity of using his personal vehicle for daily travel between job sites, Mr. Alvarado's supervisor verbally denied his requests for mileage reimbursement.

On July 14, 2025, Mr. Alvarado was placed on a second unpaid leave, with ESP Enterprises citing equipment shortages. For the next six months, the company repeatedly assured Mr. Alvarado via phone and text messages that his employment would resume. On December 19, 2025, Mr. Alvarado received a formal termination letter. Mr. Alvarado's coworkers Javier Gonzales and Mohammad, who were subjected to the same systematic wage violations, were terminated at the same time under identical circumstances.

The Aggrieved Employees are all of ESP Enterprises' current and former non-exempt field technicians who performed installation and maintenance work for the Metro transit system in Los

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Angeles County, California. Like Mr. Alvarado, the Aggrieved Employees were subjected to systematic policies and practices directed by management that violated California wage and hour laws.

At all relevant times within the applicable limitations period, ESP Enterprises subjected Mr. Alvarado and other Aggrieved Employees to policies and practices that caused violations of the Labor Code as described herein. Mr. Alvarado now seeks civil penalties on behalf of all Aggrieved Employees and the State of California based on the alleged violations of the Labor Code and applicable IWC Wage Order(s). Mr. Alvarado's claims are set forth in further detail below.

For reasons set forth herein, Mr. Alvarado alleges the following violations of the Labor Code and applicable IWC Wage Order on behalf of himself and all other non-exempt Aggrieved Employees:

1. Failure to Provide Meal Periods (Lab. Code § 512)
2. Failure to Provide Rest Periods (Lab. Code § 226.7)
3. Failure to Reimburse Business Expenses (Lab. Code § 2802)
4. Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226(a))
5. Failure to Timely Pay Final Wages at Separation (Lab. Code §§ 201-203)
6. Retaliation for Exercising Labor Code Rights (Lab. Code § 98.6)
7. Failure to Pay All Wages When Due (Lab. Code § 204)
8. Failure to Maintain Required Payroll and Employment Records (Lab. Code § 1198.5)
9. Failure to Provide Employment Records Upon Request (Lab. Code §§ 226, 1198.5)

During his employment, Mr. Alvarado complained to supervisor Charles Robinson about the denial of legally mandated meal and rest breaks, specifically referencing California labor laws. These complaints were communicated both verbally and through written communications. Mr. Alvarado's termination followed shortly after these protected complaints about wage and hour violations.

Failure to Provide Meal Periods (Lab. Code § 512)

Labor Code § 512 and the applicable IWC Wage Order(s) impose a non-waivable duty on the Employers to provide timely, uninterrupted meal periods of not less than thirty minutes for employees working shifts exceeding five hours. Employees must be completely relieved of all duty during such periods. This obligation prohibits policies or practices that deny, delay, interrupt, or discourage meal breaks in violation of statutory requirements. When an employer fails to provide a compliant meal period, the employer must pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal period was not provided (Lab. Code § 226.7(c)). Claimant asserts this cause of action solely for civil penalties under PAGA, as provided by Labor Code § 2699(a), on a representative basis and subject to all prefiling steps in Labor Code § 2699.3.

Throughout Mr. Alvarado's active employment from January 2025 through June 2025, the Employers' supervisors, including Charles Robinson (Project Manager) and "John" from Cubic, systematically directed Mr. Alvarado and other field employees to log 30-minute meal breaks in

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the ADP timekeeping system that were not actually provided. Mr. Alvarado was required to falsify his time records to show breaks he never received. During his entire six-month active employment period spanning approximately 120 working days, Mr. Alvarado was only able to take approximately five to ten actual meal breaks. When Mr. Alvarado raised the issue of being denied legally mandated meal breaks, supervisor Charles Robinson responded that they needed to finish the work as soon as possible and worry about breaks later. This systematic practice affected the entire field crew, including coworkers Javier Gonzales and Mohammad, who were subjected to the same violations. The Employers' policies, practices, and procedures caused Mr. Alvarado and the Aggrieved Employees to systematically miss their meal periods without receiving premium payments for non-compliant meal periods.

The Employers knew or should have known about these violations through the direct supervisory instructions to falsify ADP timekeeping records and through the pattern documented in the ADP system showing logged meal breaks that were never actually taken. Evidence of these violations includes ADP timekeeping records showing the logged but fictitious meal breaks, work schedules demonstrating the inability to take breaks due to workload demands, supervisor communications directing false entries, and payroll records showing grossly insufficient premium pay. Mr. Alvarado's final pay stub reflects only \$210 in year-to-date "CA Meal" payments, which at his regular rate of \$30 per hour represents payment for only seven meal period violations. Based on approximately 110-115 missed meal periods (120 working days minus the 5-10 actual breaks taken), the Employers owed Mr. Alvarado approximately \$3,300 to \$3,450 in meal period premium pay but failed to pay these wages.

This cause of action seeks civil penalties on a representative basis. The Employers and any joint employers or agents are responsible if they set, knew of, controlled, or failed to correct the challenged policies or practices. This section does not seek unpaid wages, waiting-time penalties, or other damages, which are reserved for non-PAGA claims.

Failure to Provide Rest Periods (Lab. Code § 226.7)

Labor Code § 226.7 and the applicable IWC Wage Order(s) require employers to authorize and permit employees to take rest periods of not less than ten minutes for every four hours worked or major fraction thereof. Rest periods must be uninterrupted, duty-free, and completely relieve employees of all work obligations. When an employer fails to provide a compliant rest period, the employer must pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the rest period was not provided (Lab. Code § 226.7(c)). Claimant asserts this cause of action solely for civil penalties under PAGA, as provided by Labor Code § 2699(a), on a representative basis and subject to all prefiling steps in Labor Code § 2699.3.

When brief periods of downtime occurred during Mr. Alvarado's work shifts, the Employers required Mr. Alvarado and the Aggrieved Employees to remain on-site at their assigned work locations and available for work duties, denying them uninterrupted, duty-free rest breaks required by law. Mr. Alvarado could not leave his assigned work location and had to stand ready to resume work activities at any moment. Mr. Alvarado was sometimes required to "stand watch" during purported downtime, further demonstrating that rest periods were not truly off-duty or uninterrupted. As a result, Mr. Alvarado and the Aggrieved Employees were not provided with bona fide, uninterrupted, 10-minute rest periods while completely relieved of any duty and control

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by the Employers. These conditions rendered the alleged rest periods non-compliant with California law.

The Employers knew or should have known that requiring employees to remain on-site, available, and sometimes assigned to “stand watch” during purported rest periods violated the duty-free rest period requirement. The Employers’ policies, practices, and procedures systematically denied compliant rest breaks to Mr. Alvarado and the Aggrieved Employees throughout the relevant period without providing the required one hour of premium pay for each violation.

This cause of action seeks civil penalties on a representative basis. The Employers and any joint employers or agents are responsible if they set, knew of, controlled, or failed to correct the challenged policies or practices. This section does not seek unpaid wages, waiting-time penalties, or other damages, which are reserved for non-PAGA claims.

Accordingly, Claimant now seeks civil penalties pursuant to PAGA on behalf of the State of California and all Aggrieved Employees based on the alleged violations of Labor Code § 512 and Labor Code § 226.7.

Failure to Pay All Wages When Due (Lab. Code § 204)

Labor Code § 204 and applicable IWC Wage Order(s) require employers to pay all wages earned by employees twice during each calendar month on pre-designated pay days. This includes premium pay for non-compliant meal and rest periods as required by Labor Code § 226.7. When an employer fails to provide compliant meal or rest periods, the employer owes premium payments of one hour of pay at the employee’s regular rate for each workday in which the meal or rest period was not provided. These premium payments constitute “wages” that must be paid on the next regular payday following the violation.

As a result of the Employers’ failure to provide Mr. Alvarado and the Aggrieved Employees with *bona fide* meal and rest periods, the Employers owed premium payments for each workday in which they failed to provide all compliant meal and rest periods. Based on approximately 110-115 missed meal periods during Mr. Alvarado’s approximately 120 working days from January through July 2025, at his regular rate of \$30 per hour, the Employers owed Mr. Alvarado approximately \$3,300 to \$3,450 in meal period premium pay alone. Mr. Alvarado’s final pay stub reflects only \$210 in year-to-date “CA Meal” payments, representing payment for only seven meal period violations when more than 110 violations occurred. The Employers similarly failed to pay rest period premiums owed for the systematic denial of duty-free rest breaks throughout this same period. The Employers failed to pay these premium payments each pay period in which Mr. Alvarado and the Aggrieved Employees did not receive compliant meal and rest periods. Accordingly, the Employers failed to pay all wages owed to Mr. Alvarado and the Aggrieved Employees as required under Labor Code § 204.

This cause of action seeks civil penalties on a representative basis. The Employers and any joint employers or agents are responsible if they set, knew of, controlled, or failed to correct the challenged policies or practices. This section does not seek unpaid wages, waiting-time penalties, or other damages, which are reserved for non-PAGA claims.

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Failure to Reimburse Business Expenses (Lab. Code § 2802)

Labor Code § 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. This non-waivable statutory duty includes reimbursing employees for mileage expenses when employees are required to use their personal vehicles for work-related travel. The appropriate measure of reimbursement is the IRS standard mileage rate. Claimant asserts this cause of action solely for civil penalties under PAGA, as provided by Labor Code § 2699(a), on a representative basis and subject to all prefiling steps in Labor Code § 2699.3.

Throughout Mr. Alvarado's employment, his position as a field technician required him to travel daily to different Metro transit stations throughout Los Angeles County, covering distances of 30 to 90 miles round trip using his personal vehicle. No company vehicle was provided. Mr. Alvarado verbally requested mileage reimbursement from supervisor Charles Robinson multiple times before commencing active work and during his employment. Supervisor Robinson verbally denied these requests each time. Over approximately 120 working days from January through July 2025, the Employers provided no mileage reimbursement despite the extensive daily travel required to perform job duties. This practice affected all field technicians who were required to travel between multiple Metro station job sites daily. The Employers knew or should have known that requiring employees to use personal vehicles for daily work travel between job sites without reimbursement violated Labor Code § 2802. Based on the IRS standard mileage rate and conservative estimates of 30-90 miles daily over approximately 120 working days, the Employers owe substantial unreimbursed mileage expenses to Mr. Alvarado and the Aggrieved Employees.

This cause of action seeks civil penalties on a representative basis. The Employers and any joint employers or agents are responsible if they set, knew of, controlled, or failed to correct the challenged policies or practices. This section does not seek unpaid wages, waiting-time penalties, or other damages, which are reserved for non-PAGA claims.

Accordingly, Claimant now seeks civil penalties pursuant to PAGA on behalf of the State of California and all Aggrieved Employees based on the alleged violations of Labor Code § 204 and Labor Code § 2802.

Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226(a))

Labor Code § 226(a) and the applicable IWC Wage Order(s) impose a non-waivable duty on the Employers to furnish each employee with accurate, itemized wage statements that set forth all required information, including hours worked, wages earned, pay periods, deductions, and employer identification details. The Employers must not adopt any policy or practice that results in missing, incomplete, or inaccurate wage statements, or otherwise frustrates employees' ability to verify and understand their compensation. Claimant asserts this cause of action solely for civil penalties under PAGA, as authorized by Labor Code § 2699(a), on a representative basis and subject to all prefiling steps in Labor Code § 2699.3.

The Employers' wage statements were systematically inaccurate because they reflected meal breaks logged in ADP that were not actually taken, failed to show meal and rest period premium pay owed, and reflected hours and pay that did not account for unreimbursed business

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expenses. Mr. Alvarado's final pay stub showed only \$210 in year-to-date "CA Meal" payments when approximately \$3,300 to \$3,450 in meal period premium pay was owed, demonstrating the magnitude of inaccuracies. These systematic deficiencies prevented Mr. Alvarado and the Aggrieved Employees from verifying the correctness of their pay and the full extent of wages owed. The statutory penalties for these violations are \$50 for initial violations and \$100 for subsequent violations, up to \$4,000 per employee.

This cause of action seeks civil penalties only on a representative basis. The Employers and any joint employers or agents are responsible if they set, knew of, controlled, or failed to correct the challenged policies or practices, and this section does not seek unpaid wages, waiting-time penalties, or other damages, which are reserved for non-PAGA claims.

Failure to Maintain Required Payroll Records (Lab. Code §§ 1174, 1174.5)

Labor Code §§ 1174 and 1174.5, as well as the applicable IWC Wage Order(s), impose a non-waivable duty on the Employers to accurately keep, maintain, and preserve complete payroll records showing hours worked, wages paid, and other required data for each employee for a period of at least three years. This duty includes ensuring that such records are available for inspection and copying by employees and state officials upon request. Any policy or practice that causes records to be missing, incomplete, inaccurate, or not produced as required constitutes a violation. Claimant brings this cause of action solely for civil penalties under PAGA, as authorized by Labor Code § 2699(a), on a representative basis and subject to the prefiling steps set forth in Labor Code § 2699.3.

The Employers' payroll records were incomplete and inaccurate because they reflected falsified meal break entries that were logged in the ADP system but never actually provided, failed to track meal and rest period premium pay owed to employees, and failed to track unreimbursed business expenses for required work-related travel. These systematic recordkeeping failures affected all Aggrieved Employees and prevented proper verification of wage compliance. The Employers' knowing direction to employees to log false meal breaks in ADP demonstrates that the record deficiencies were intentional rather than inadvertent.

This cause of action seeks civil penalties only on a representative basis. The Employers and any joint employers or agents are responsible if they set, knew of, controlled, or failed to correct the challenged policies or practices, and this section does not seek unpaid wages, waiting-time penalties, or other damages, which are reserved for non-PAGA claims.

Failure to Provide Employment Records Upon Request (Lab. Code §§ 226(b)(c), 1198.5)

Labor Code § 226(b) and (c) require employers to provide payroll records within 21 calendar days of a written or oral request from a current or former employee. Labor Code § 1198.5 requires employers to provide personnel records within 30 calendar days of a written request. These statutory duties are non-waivable and ensure employees can verify wages paid and working conditions. Failure to comply entitles the employee to a \$750 penalty per violation under Labor Code § 1198.5. Claimant asserts this cause of action solely for civil penalties under PAGA, as authorized by Labor Code § 2699(a), on a representative basis and subject to all prefiling steps in Labor Code § 2699.3.

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On March 4, 2026, Mr. Alvarado's attorneys sent a formal Request for Personnel and Payroll Records via UPS Ground to ESP Enterprises, Inc., demanding all employment records including timecards, wage statements, personnel files, and policies. The statutory deadlines required production of payroll records by March 25, 2026 (21 days) and other personnel records by April 3, 2026 (30 days). The Employers failed to provide complete and accurate records by these statutory deadlines. This failure impedes Mr. Alvarado's and the Aggrieved Employees' ability to fully assess and prove the extent of the Employers' wage and hour violations. Additionally, the Employers' failure to identify any arbitration agreement within 21 days of the March 4, 2026, request will be treated as a waiver of any right to compel arbitration.

This cause of action seeks civil penalties only on a representative basis. The Employers and any joint employers or agents are responsible if they set, knew of, controlled, or failed to correct the challenged policies or practices, and this section does not seek unpaid wages, waiting-time penalties, or other damages, which are reserved for non-PAGA claims.

Evidence substantiating wage statement and recordkeeping violations and their uniform application may include written policies and handbooks, training materials, timekeeping and scheduling exports, ADP system records, payroll registers and wage statements, supervisor communications directing false entries, the March 4, 2026, records request letter, proof of service, emails or messages, and personnel or payroll files for Aggrieved Employees.

Accordingly, Claimant now seeks civil penalties pursuant to PAGA on behalf of the State of California and all Aggrieved Employees based on the alleged violations of Labor Code § 226(a), Labor Code §§ 1174 and 1174.5, and Labor Code §§ 226(b)(c) and 1198.5.

Failure to Pay All Wages Owed Upon Separation of Employment (Lab. Code §§ 201-203, 227.3)

Labor Code §§ 201-203 require employers to pay all earned wages, including premium pay for non-compliant meal and rest periods and unreimbursed business expenses, to employees upon separation of employment. Labor Code § 201 requires immediate payment upon involuntary termination, while Labor Code § 202 requires payment within 72 hours of voluntary resignation. Labor Code § 227.3 requires employers to pay all accrued vacation wages upon separation. Labor Code § 203 provides for waiting time penalties equal to the employee's daily wage rate for up to 30 days when an employer willfully fails to pay all wages due.

As a result of the Employers' failure to pay all wages owed during Mr. Alvarado's and the Aggrieved Employees' employment, including meal and rest period premium pay and unreimbursed business expenses, the Employers necessarily failed to pay all wages owed when Mr. Alvarado's employment was terminated on December 19, 2025, and when other Aggrieved Employees left their employment. During the unpaid leave period from July 14, 2025, through December 19, 2025, Mr. Alvarado exhausted all accrued vacation and sick time to receive some compensation, as evidenced by his final pay stub showing PTO Balance = 0.00 and Sick Hours Balance = 0.00. Any remaining accrued vacation wages were not paid at termination as required by Labor Code § 227.3. The Employers likewise failed to pay all wages owed, including accrued vacation, when other Aggrieved Employees left their employment.

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This Cause of Action seeks civil penalties only on a representative basis. The Employers and any joint employers or agents are responsible if they set, knew of, controlled, or failed to correct the challenged policies or practices, and this section does not seek unpaid wages, waiting-time penalties, or other damages, which are reserved for non-PAGA claims.

Accordingly, Claimant now seeks civil penalties pursuant to PAGA on behalf of the State of California and all Aggrieved Employees based on the alleged violations of Labor Code §§ 201-203 and Labor Code § 227.3.

Retaliation for Exercising Labor Code Rights (Lab. Code § 98.6)

Labor Code § 98.6 imposes a non-waivable duty that prohibits the Employers from discharging, retaliating against, or otherwise taking adverse action against any employee because that person exercised or attempted to exercise rights protected by the Labor Code. This obligation includes, but is not limited to, reporting wage violations, complaining about meal and rest break violations, and asserting statutory rights to compliant working conditions as regulated by Labor Code § 98.6. Claimant brings this Cause of Action solely for civil penalties under Labor Code § 2699(a) on a representative basis and has complied with all prefiling requirements in Labor Code § 2699.3.

During his active employment period from January through July 2025, Mr. Alvarado engaged in protected activity by verbally complaining to supervisor Charles Robinson about the denial of legally mandated meal and rest breaks, specifically referencing his entitlement to fifteen-minute rest breaks and thirty-minute meal periods under California Labor Code. These complaints were communicated during employment via verbal conversations and written communications including email and text messages with the supervisor. Supervisor Robinson responded that they needed to prioritize work completion over break compliance. In response to Mr. Alvarado's exercise of protected Labor Code rights, the Employers took adverse employment actions against him. On July 14, 2025, Mr. Alvarado was placed on unpaid leave, allegedly due to "equipment shortages." The Employers repeatedly assured Mr. Alvarado via phone and text messages over the next six months that his employment would resume. On December 19, 2025, Mr. Alvarado was terminated. The temporal proximity between Mr. Alvarado's protected complaints during the January-July 2025 active work period and the subsequent placement on unpaid leave (July 14, 2025) followed by termination (December 19, 2025) establishes a clear causal connection demonstrating retaliatory intent. The Employers' stated reasons for the adverse actions equipment shortages and project delays are pretextual, as evidenced by the pattern of assurances that work would resume but ultimate termination of all complaining employees. Mr. Alvarado's coworkers Javier Gonzales and Mohammad, who engaged in similar protected activity regarding meal and rest break violations, suffered identical adverse actions when they were terminated simultaneously under identical circumstances, supporting the inference of retaliatory motive affecting all Aggrieved Employees who complained.

The applicable PAGA civil penalty for this Cause of Action is expressly established in Labor Code § 98.6, which authorizes a penalty of up to \$10,000.00 per employee for each discrete retaliatory act. This penalty is recoverable under Labor Code § 2699(a).

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The Employers and any joint employers or agents set, knew of, controlled, or failed to correct the policies and practices that resulted in adverse action against employees for engaging in conduct protected by Labor Code § 98.6. This Cause of Action proceeds on a representative basis for civil penalties only and does not seek unpaid wages, waiting-time penalties, or damages, which are reserved for non-PAGA claims.

Accordingly, Claimant now seeks civil penalties pursuant to the PAGA on behalf of the State of California and all Aggrieved Employees based on the alleged violations of Labor Code § 98.6.

Attorneys' Fees, Costs, Interest, and Civil Penalties

Labor Code § 2699(g)(1) provides that aggrieved employees are entitled to recover reasonable attorneys' fees and costs incurred in prosecuting PAGA actions. Additional fee-shifting provisions under Labor Code §§ 218.6, 226(e), 1194, and 1194.2 authorize attorney fee awards in wage and hour actions. Claimant's counsel has incurred and will continue to incur substantial costs and attorneys' fees in investigating, preparing, and prosecuting this representative action on behalf of the Aggrieved Employees and the State of California.

Pursuant to Labor Code § 2699(i), 75% of any civil penalties recovered shall be paid to the Labor and Workforce Development Agency, and 25% shall be distributed to the Aggrieved Employees. This 25% share is in addition to any individual damages or unpaid wages that may be recovered. Aggrieved Employees are entitled to pre-judgment and post-judgment interest on all sums recovered at the legal rate.

Civil penalties applicable to the violations alleged include: \$100 per employee per pay period for initial violations and \$200 per employee per pay period for subsequent violations under Labor Code § 2699(f); up to \$10,000 per employee for retaliatory acts under Labor Code § 98.6; \$50-\$100 per violation, up to \$4,000 per employee for wage statement violations under Labor Code § 226(e); and \$750 per violation for failure to provide personnel records under Labor Code § 1198.5. Specific penalty calculations will be developed through discovery and analysis of the Employers' payroll records for all Aggrieved Employees during the relevant statutory period.

Conclusion

If the State of California intends to investigate the matters set forth herein, please notify our office as soon as possible, as prompt administrative action will enable the unlawful practices identified to be rectified in a timely manner. If the Labor and Workforce Development Agency does not send notification of its intent to investigate the alleged violations set forth herein within sixty-five (65) days from receipt of this notice, then pursuant to Labor Code § 2699 *et seq.*, Mr. Alvarado reserves the right to file a PAGA action in court seeking all available civil penalties, damages, remedies, attorneys' fees, interest, and costs against the Employers. Should the Labor and Workforce Development Agency require any additional information, please do not hesitate to contact the undersigned.

Mr. Alvarado and his counsel are committed to zealously pursuing redress on behalf of the State of California and all other Aggrieved Employees for the violations and civil penalties set

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forth above. We would appreciate hearing from the LWDA at its earliest convenience, and we thank you for your careful consideration of this matter.

Sincerely,

LAUREL EMPLOYMENT LAW APC



Allen Ho, Esq.

allen@laurelemploymentlaw.com

CC via Certified Mail:

ESP Enterprises, Inc.

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CA

ADP TotalSource FL XIX, Inc.

c/o Registered Agent: Amanda Garcia 330
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