HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

May 22, 2026

<u>VIA LWDA WEBSITE</u>

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Jose Medina v. The Gill Corporation, et al.*

To Whom It May Concern:

Please be advised that this law firm represents Jose Medina ("Mr. Medina") in claims arising from his employment with The Gill Corporation, a California Corporation; and DOES 1 through 100 ("The Gill Corporation"). Mr. Medina is an "aggrieved employee" within the meaning of Labor Code section 2699.3 as to all of the violations alleged herein. *See Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, 754 ("any Labor Code penalties recoverable by state authorities may be recovered in a PAGA action by a person who was employed by the alleged violator and affected by at least *one* of the violations alleged in the complaint.") (emphasis added). The purpose of this letter is to comply with Labor Code § 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency ("LWDA") of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, "aggrieved employees" includes all of The Gill Corporation's current and former aggrieved employees who worked for The Gill Corporation in California during the one year immediately preceding the date of this letter through the present.

The Gill Corporation provide composite materials and products for aerospace and transportation, amongst other industries, and operate a manufacturing facility located in El Monte, California. Mr. Medina was employed by The Gill Corporation as an aggrieved "Dip Lead Operator" from approximately November 2012 through November 2025. Mr. Medina's primary job duties included dipping large paper blocks weighing approximately 3,000 pounds into pools of resin known as "dip tanks," which were approximately four feet deep; moving the blocks on a hoist and dipping them in the resin; moving the blocks to "cook" them and remove any excess alcohol; and, when the process was completed, weighing the blocks to ensure that they were the correct density. Unless otherwise specified, all allegations herein occurred during Mr. Medina's employment with The Gill Corporation.

During Mr. Medina's employment with The Gill Corporation, The Gill Corporation failed to compensate Mr. Medina and other aggrieved employees for all hours actually worked, resulting in unpaid minimum wages and additional unpaid overtime wages. Specifically, The Gill Corporation failed to maintain accurate daily timekeeping records for Mr. Medina and other aggrieved employees. The Gill Corporation regularly required and/or permitted Mr. Medina and other aggrieved employees to perform work off-the-clock, including prepping equipment in the locker room area prior to clocking in, which took approximately 5 to 10 minutes before Mr. Medina walked to the timeclock and clocked in, and donning required personal protective equipment, including respirators, gloves, eyewear, and full-body suits necessary when cleaning the ovens.

Mr. Medina frequently performed work after clocking out from his shifts. Specifically, during shift transitions, incoming staff members regularly asked Mr. Medina questions about the work Mr. Medina had performed that day and what tasks remained outstanding; these post-shift discussions often lasted up to 30 minutes. The Gill Corporation knew or should have known that Mr. Medina and other aggrieved employees regularly performed this off-the-clock work but failed to pay them for it.

In addition, The Gill Corporation called and texted Mr. Medina and other aggrieved employees both before and after their scheduled shifts, including sending messages regarding instructions needed to complete their job duties, questions about jobs performed, and questions about whether or not they worked certain days. Since The Gill Corporation's managers messaged Mr. Medina and other aggrieved employees with information necessary to perform their job duties, The Gill Corporation was required to compensate Mr. Medina and other aggrieved employees for this time. Due to The Gill Corporation's timekeeping policies and practices that fail to compensate for all hours worked, including the pre-shift, post-shift, and off-the-clock communications described above, Mr. Medina and other aggrieved employees were deprived of all required minimum wages. Further, on occasions when Mr. Medina and other aggrieved employees worked over eight hours in a day and/or forty hours in a workweek, The Gill Corporation's practice of failing to accurately record and pay for all time worked also deprived Mr. Medina and other aggrieved employees of all overtime wages owed.

The Gill Corporation also failed to provide Mr. Medina and other aggrieved employees with all legally-compliant meal periods due to The Gill Corporation's unlawful meal period policies/practices that failed to provide timely, duty-free 30-minute first meal periods commencing before the end of the fifth hour of work. Specifically, Mr. Medina and other aggrieved employees were only provided with meal periods commencing after the fifth hour of work. This practice regularly resulted in untimely first meal periods commencing after the completion of 5 hours of work.

On occasions when Mr. Medina and other aggrieved employees were provided meal periods, The Gill Corporation required Mr. Medina and other aggrieved employees to keep a cellular phone on their person in order to communicate with their supervisors at all times. As such, The Gill Corporation failed to relinquish control over how Mr. Medina and other aggrieved employees spent their meal periods. As a consequence of this tethering requirement, The Gill Corporation would often interrupt Mr. Medina and other aggrieved employees during their meal periods by contacting Mr. Medina on his personal cellular phone and by having staff members approach Mr. Medina with work-related questions while he was in the breakroom and otherwise off the clock during his meal periods, without compensating Mr. Medina and other aggrieved employees for this time or otherwise accounting for this time worked during interrupted meal periods. This practice regularly resulted in interrupted meal periods or meal periods shorter than 30-minutes in length.

The Gill Corporation required that employees remain on-site during meal periods, and did not permit employees to leave the worksite during their shifts, thereby exercising improper employer control during purported meal periods. As a result of The Gill Corporation's meal period practices and policies, Mr. Medina and other aggrieved employees were not provided with all lawful meal periods to which they were entitled.

The Gill Corporation failed to provide a "net" 30-minute meal period to Mr. Medina and other aggrieved employees because The Gill Corporation required aggrieved employees to clock out for their meal prior to arriving at the break room. The Gill Corporation maintained a single break room that was located approximately 2 minutes away from Mr. Medina's work area. On occasions when Mr. Medina was provided a meal period, Mr. Medina did not receive a "net" 30-minute meal period because Mr. Medina had to walk approximately 2 minutes away from his work area to reach the break room, all while off-the-clock. The Gill Corporation also failed to account for the time Mr. Medina and other aggrieved employees were required to walk to and from the designated rest area after clocking out and before clocking in, thereby reducing their meal periods to less than 30.0 minutes "net" away from their workstations. On occasions when Mr. Medina and other aggrieved employees were not provided with all lawful meal periods to which they were entitled, as set forth in the preceding paragraphs, The Gill Corporation failed to pay Mr. Medina and other aggrieved employees an additional hour of premium pay for each workday in which a meal period violation occurred, as required by Labor Code § 226.7.

Mr. Medina and other aggrieved employees were not authorized and permitted to take any duty-free, ten-minute rest periods for every four (4) hours worked (or major fraction thereof) due to The Gill Corporation's rest period policies/practices. Even if Mr. Medina and other aggrieved employees were ever able to take a rest period, which Mr. Medina alleges they were not, The Gill Corporation required Mr. Medina and other aggrieved employees to carry and be responsive to their cellular phones at all times while on duty, in violation of Augustus, supra, 2 Cal.5th at 269. The Gill Corporation also frequently interrupted Mr. Medina and other aggrieved employees during their rest periods to discuss job assignments and/or to require Mr. Medina and other aggrieved employees to return to work before the completion of 10-minutes net rest, rendering the rest periods non-compliant. Despite The Gill Corporation's violations, as set forth in the preceding paragraphs, The Gill Corporation failed to pay Mr. Medina and other aggrieved employees an additional hour of premium pay at their respective regular rates of pay for each workday in which a rest period violation occurred, as required by Labor Code § 226.7. Upon information and belief, The Gill Corporation failed to maintain pay codes for the payment of rest period premium payments as required by Labor Code § 226.7.

The Gill Corporation also failed to reimburse Mr. Medina and other aggrieved employees for necessary business expenses, including personal cell phone use. As alleged herein, The Gill Corporation regularly required Mr. Medina and other aggrieved employees to use their personal cellular phones for work purposes. For example, every time Mr.

Medina completed a product, Mr. Medina was required to use his personal cellular phone to take a photograph and send a text message to his supervisor identifying the time the product was completed, along with the measurement and weight of the unit. Although The Gill Corporation provided company phones for timekeeping and work-related purposes, the company-provided cellular phones were frequently unusable, requiring Mr. Medina and other aggrieved employees to rely on their personal cellular phones for necessary work purposes. Upon information and belief, The Gill Corporation never reimbursed Mr. Medina and other aggrieved employees for a reasonable portion of their cellular phone expenses, as mandated by Cochran v. Schwan's Home Service, Inc., (2014) 228 Cal.App.4th 1137, and Labor Code § 2802.

The Gill Corporation required Mr. Medina and other aggrieved employees to use their personal tools and equipment to perform their job duties, which involved work with strong chemicals, including resin dipping operations. Specifically, The Gill Corporation required Mr. Medina and other aggrieved employees to purchase protective eyewear with their own funds without reimbursement. However, The Gill Corporation did not reimburse Mr. Medina or similarly situated employees for all of these necessary expenses. Upon information and belief, The Gill Corporation never reimbursed Mr. Medina and other aggrieved employees for the full cost of the tools and equipment necessary to perform their jobs, as mandated by Labor Code § 2802. *See* also *Cochran v. Schwan's Home Service, Inc.,* (2014) 228 Cal.App.4th 1137.

As a result of The Gill Corporation's failure to pay all overtime wages, minimum wages, and meal and rest period premium wages, The Gill Corporation maintained inaccurate payroll records for Mr. Medina and other aggrieved employees, issued inaccurate wage statements, and failed to pay all final wages owed to Mr. Medina and other aggrieved employees upon their respective separations of employment.

As described above, The Gill Corporation committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 1 ("Wage Order 1"):

<u>Overtime Wage Violations</u>

The Gill Corporation was required to properly pay Mr. Medina and other aggrieved employees for all overtime hours worked pursuant to California Labor Code § 1194 and Wage Order 1. Wage Order 1, § 3 requires an employer to pay an employee "one and one-half (1½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours" per work day and/or in excess of 40 hours of work in the workweek. The Gill Corporation caused Mr. Medina and other aggrieved employees to work overtime hours but did not compensate Mr. Medina or other aggrieved employees at one and one-half times their regular rate of pay for all such hours.

<u>Minimum Wage Violations</u>

Wage Order 1, § 4 and California Labor Code §§ 1197 and 1182.12 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest accrued thereon. The Gill Corporation failed to conform their pay practices to the requirements of the law by failing to pay Mr. Medina and other aggrieved employees for all hours worked including, but not limited to, all hours they were subject to the control of The Gill Corporation and/or suffered or permitted to work under the California Labor Code and Wage Order 1.

Meal Period Violations

As alleged above, The Gill Corporation failed to provide Mr. Medina and other aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7, 512, and 558; Wage Order 1, § 11. As a result, Mr. Medina and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal or rest or recovery period in accordance with … [an] order of the Industrial Welfare Commission … the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.").

Rest Period Violations

As described above, The Gill Corporation also failed to authorize and permit Mr. Medina and other aggrieved employees to take all required and compliant rest periods. *See* Labor Code §§ 226.7, 516, and 558; Wage Order 1, § 12. As a result, Mr. Medina and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that all rest periods were not authorized and permitted. *See* Labor Code § 226.7.

Failure to Reimburse Necessary Business Expenses

The Gill Corporation failed to indemnify Mr. Medina and other aggrieved employees for all necessary business expenses incurred, including, among other things, personal cellular phone usage and personal tools (protective eyewear). As a proximate result of The Gill Corporation's policies and/or practices in violation of Labor Code §§ 2802 and 2804, Mr. Medina and other aggrieved employees are entitled to damages, attorneys' fees and costs of suit, and interest thereon, in sums to be shown according to proof at trial, pursuant to Labor Code § 2802.

Wage Statement Violations

The Gill Corporation knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Mr. Medina and other aggrieved employees with complete and accurate wage statements with respect to all hours worked, all overtime and minimum wages earned, total gross wages earned, all rates of pay, and total net wages earned, in violation of Labor Code § 226 et seq. The Gill Corporation's failures in furnishing Mr. Medina and other aggrieved employees with complete and accurate itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all overtime and minimum wages as well as meal and rest period premium wages and deprived Mr. Medina and other aggrieved employees of the information necessary to identify the discrepancies in The Gill Corporation's reported data and whether they have been paid all wages earned.

Waiting Time Penalties

Labor Code §§ 201-203 require an employer to pay all wages earned immediately at the time of separation of employment in the event the employer discharges the employee, or if the employee provides at least 72 hours of notice of his/her intent to quit. In the event the employee provides less than 72 hours of his/her intent to quit, said employee's wages become due and payable no later than 72 hours upon said employee's last date of employment. The Gill Corporation failed to timely pay Mr. Medina and other aggrieved employees all final wages due to them at the time of their separation, which includes, among other things, overtime wages, minimum wages, meal period premium wages, and rest period premium wages. Further, as a matter of uniform policy and practice, The Gill Corporation continue to fail to pay aggrieved employees all earned wages at the end of employment in a timely manner pursuant to Labor Code §§ 201-203. The Gill Corporation's failure to pay all final wages was willful within the meaning of Labor Code § 203. The Gill Corporation's willful failure to timely pay Mr. Medina and other aggrieved employees their earned wages upon separation from employment results in a continued payment of wages up to thirty (30) days from the time the wages were due.

As an "aggrieved employee," Mr. Medina will initiate a civil action on behalf of himself and other aggrieved employees to recover damages, statutory penalties, and civil penalties (including an amount equal to the unpaid wages) resulting from the wage and hour violations alleged herein. Based on Mr. Medina's own investigation, and on information and belief, The Gill Corporation committed and continue to commit the following Labor Code violations:

a. The Gill Corporation violated Labor Code §§ 204, 510, 1194 and 1198 by failing to pay Mr. Medina and other aggrieved employees all overtime compensation earned;

b. The Gill Corporation violated Labor Code §§ 1182.12, 1194, 1194.2, and 1197 by failing to pay Mr. Medina and other aggrieved employees the statutory minimum wage for all hours worked;

c. The Gill Corporation violated Labor Code §§ 226.7, 512, and 558 by failing to provide meal periods to Mr. Medina and other aggrieved employees as required by law and failing to pay meal period premiums to Mr. Medina and other aggrieved employees at these employees' respective regular rates of compensation for meal period violations;

d. The Gill Corporation violated Labor Code §§ 226.7, 516, and 558 by failing to authorize and permit Mr. Medina and other aggrieved employees to take all lawful rest periods to which they are entitled, and failing to pay rest period premiums to Mr. Medina and other aggrieved employees at these employees' respective regular rates of compensation for rest period violations;

e. The Gill Corporation violated Labor Code §§ 2802 and 2804 by failing to reimburse Mr. Medina and other aggrieved employees for all necessary expenditures incurred;

f. The Gill Corporation violated Labor Code § 226 et seq. by failing to furnish Mr. Medina and other aggrieved employees with accurate and compliant itemized wage statements;

g. The Gill Corporation violated Labor Code §§ 1174 and 1198 by failing to maintain accurate records on behalf of Mr. Medina and other aggrieved employees;

h. The Gill Corporation violated Labor Code §§ 201-203 by failing to timely pay all final wages due to Mr. Medina and other aggrieved employees upon separation of employment;

i. The Gill Corporation violated Labor Code § 204 by failing to pay Mr. Medina and other aggrieved employees all wages earned at least twice during each calendar month.

Pursuant to Labor Code § 2699.3, please notify us and The Gill Corporation if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC

Paul K. Haines

cc: The Gill Corporation, c/o CT Corporation System, Agent for Service of Process, 330 N Brand Blvd., Suite 700, Glendale, CA 91203 (via certified mail)