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May 15, 2026

VIA ONLINE SUBMISSION
Labor & Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

VIA CERTIFIED MAIL
Fender Musical Instruments Corporation
311 Cessna Circle
Corona, California 92880

VIA CERTIFIED MAIL
Fender Musical Instruments Corporation
c/o CT Corporation System, Agent for Service of Procedd
330 N. Brand Blvd., Suite 700
Glendale, CA 91203

Re: Notice of Labor Code Violations and PAGA Penalties
Socorro Vazquez De Aguilera v. Fender Musical Instruments Corporation

To Whom It May Concern:

Please be advised that our office has been retained by Socorro Vazquez De Aguilera ("Plaintiff") to pursue a Labor Code Private Attorneys General Act ("PAGA") representative action (Cal. Lab. Code §§ 2699, et seq.) against her former employer, Fender Musical Instruments Corporation (hereinafter "Defendant" or "Fender"). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to Plaintiff and all of Defendant's aggrieved employees.

Plaintiff wishes to pursue a PAGA representative action on behalf of Plaintiff as an aggrieved employee, on behalf of the State of California, and on behalf of all other current and former aggrieved employees who worked for Defendant in California at any time within the applicable statutory period (hereafter, the "Aggrieved Employees").

Plaintiff and the Aggrieved Employees of Defendant suffered the Labor Code violations described below.

Factual Background Regarding Plaintiff's Employment with Defendant

Defendant Fender Musical Instruments Corporation owns and operates an industry, business, and establishment within the State of California, including in Riverside County. As such, Defendant is subject to the California Labor Code and the Wage Orders issued by the Industrial Welfare Commission ("IWC").

Plaintiff Socorro Vazquez De Aguilera worked for Defendant as a Soldering Assembler from a date in or around 2023 to on or about May 16, 2025, at Defendant's facility located at 311 Cessna Circle, Corona, California 92880, in Riverside County. Defendant classified Plaintiff as non-exempt from overtime. During the time period that Plaintiff was employed by Defendant, Plaintiff typically worked at least five (5) days per week in excess of eight (8) hours each workday.

Throughout Plaintiff's employment, Defendant committed numerous labor code violations under state law. As discussed below, Plaintiff's experience working for Defendant was typical and illustrative of the experience of Defendant's other Aggrieved Employees.

Failure to Pay for All Hours Worked, Including Overtime

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight (8) hours in any workday or forty (40) hours in any workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight (8) hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

Throughout the statutory period, Defendant maintained a policy and practice of not paying Plaintiff and the Aggrieved Employees for all hours worked, including all overtime wages. Specifically, Plaintiff and the Aggrieved Employees were required to perform work duties off-the-clock and without compensation, including but not limited to: (1) performing pre-shift work activities, including preparation of soldering equipment and workstations, prior to clocking in; (2) performing work duties while clocked out during meal periods; and (3) responding to work-related communications during off-hours and between shifts without compensation. Additionally, Defendant maintained a policy and practice of rounding employee time in a manner that systematically underpaid Plaintiff and the Aggrieved Employees for time actually worked.

Moreover, throughout the statutory period, Plaintiff and the Aggrieved Employees received nondiscretionary bonuses and other remuneration. However, Defendant failed to incorporate all remuneration when calculating the correct overtime rate of pay, meal break premium rate of pay, and rest period premium rate of pay, leading to systematic underpayment.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including overtime.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first thirty (30)-minute, duty-free meal period no later than the end of the fifth hour of work in a workday, and to allow employees to take their second thirty (30)-minute, duty-free meal period no later than the end of the tenth hour of work in a workday. Further, employees are entitled to be paid one (1) hour of additional wages at their regular rate of compensation for each workday on which a required meal period was not provided.

Despite these legal requirements, Defendant wrongfully failed to provide Plaintiff and the Aggrieved Employees with legally compliant meal periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of five (5) consecutive hours per day without providing a thirty (30)-minute, continuous and uninterrupted, duty-free meal period, or without compensating Plaintiff and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. This included, inter alia, requiring Plaintiff and the Aggrieved Employees to work through their meal breaks, permitting and/or requiring Plaintiff and the Aggrieved Employees to take late or shortened meal breaks, interrupting Plaintiff and the Aggrieved Employees during their meal breaks, and failing to relieve Plaintiff and the Aggrieved Employees of all duties during their meal breaks.

Moreover, Defendant did not maintain adequate written policies or practices providing meal periods to Plaintiff and the Aggrieved Employees, nor did Defendant have adequate policies or practices regarding the timing of meal periods. Defendant also did not have adequate policies or practices to verify whether Plaintiff and the Aggrieved Employees were taking their required meal periods.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit rest breaks of ten (10) uninterrupted minutes for each four (4) hours of work, or major fraction thereof (i.e., more than two (2) hours). Each failure to authorize rest periods as so required is itself a separate violation of California's rest break laws.

Defendant, however, wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take timely and duty-free rest periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of four (4) consecutive hours without Defendant authorizing and permitting them to take a ten (10)-minute, continuous and uninterrupted rest period for every four (4) hours of work (or major fraction thereof), or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not authorized or permitted. Defendant did not adequately inform Plaintiff and the Aggrieved Employees of their right to take rest periods, and did not maintain adequate policies or practices regarding the timing, authorization, or verification of rest periods.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Pay All Earned Wages Timely During Employment

Labor Code § 204 requires employers to pay employees all earned wages at least twice per month. Based on Defendant's failure to pay Plaintiff and the Aggrieved Employees for all hours worked, all meal period premium wages owed, and all rest period premium wages owed, as described above, Defendant also violated Labor Code § 204 by failing to pay all earned wages twice per month.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to timely pay all wages during employment.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

Plaintiff seeks penalties under Labor Code § 1174(d). Pursuant to Labor Code § 1174.5, any employer who willfully fails to maintain accurate and complete records required by Labor Code § 1174 is subject to a civil penalty. Pursuant to the applicable IWC Wage Order, every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total daily hours worked shall also be recorded.

Defendant, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by Plaintiff and the Aggrieved Employees. Defendant's failure to maintain accurate records deprived Plaintiff and the Aggrieved Employees of the ability to know, understand, and dispute the accuracy and frequency of meal periods and the accuracy of hours worked as reflected in Defendant's records, resulting in unjust enrichment to Defendant.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 1174.5 for failing to maintain accurate records of hours worked and meal periods.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall furnish each of its employees an accurate itemized wage statement in writing, showing: (1) gross wages earned; (2) total hours worked; (3) all deductions; (4) net wages earned; (5) the inclusive dates of the pay period; (6) the name of the employee and the last four digits of his or her social security number or employee identification number; (7) the name and address of the legal entity that is the employer; and (8) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate. An employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226(e)(2)(B)(iii).)

Defendant intentionally and willfully failed to provide Plaintiff and the Aggrieved Employees with complete and accurate wage statements. The deficiencies include, among other things: (1) failure to correctly state all hours worked, including off-the-clock time; (2) failure to correctly state gross wages earned; (3) failure to include meal and rest period premium wages; and (4) failure to reflect the correct overtime rate of pay. As a result of Defendant's violation of Labor Code § 226, Plaintiff and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' prior notice of the intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

On or about May 16, 2025, Defendant terminated Plaintiff's employment. At that time, Defendant failed to pay Plaintiff all wages owed, including wages for unpaid off-the-clock work, meal period premium wages, rest period premium wages, and all other wages accrued and unpaid at the time of termination. On information and belief, Defendant's failure to timely pay all final wages was not an isolated incident, but rather a policy and practice that applied to Plaintiff and other Aggrieved Employees whose employment terminated during the statutory period.

Labor Code § 203 provides that if an employer willfully fails to pay wages owed in accordance with Labor Code §§ 201 and 202, then the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced, but shall not continue for more than thirty (30) days.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination, and for waiting time penalties under Labor Code § 203.

Action for Civil Penalties Under PAGA

In light of the above, Plaintiff alleges that Defendant violated the following provisions of the California Labor Code with respect to Plaintiff and the Aggrieved Employees:

1. Labor Code §§ 204, 510, 1194, 1197, and 1198, by failing to pay for all hours worked, including minimum wages, straight time wages, and overtime wages;
2. Labor Code §§ 226.7 and 512 and applicable Wage Orders, by failing to provide legally compliant meal periods;
3. Labor Code § 226.7 and applicable Wage Orders, by failing to authorize and permit rest periods;
4. Labor Code § 204, by failing to pay all earned wages twice per month during employment;
5. Labor Code § 1174.5 and applicable Wage Orders, by failing to maintain accurate records of hours worked and meal periods taken or missed;
6. Labor Code § 226, by failing to furnish accurate itemized wage statements; and
7. Labor Code §§ 201, 202, and 203, by willfully failing to pay all wages owed at termination of employment.

Therefore, on behalf of Plaintiff and all Aggrieved Employees, Plaintiff seeks applicable civil penalties related to the violations alleged above pursuant to PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 226.3, 558, 1174.5, 1197.1, and 2699(f)(2).

Plaintiff has placed Defendant on notice by causing a certified copy of this correspondence to be mailed to Defendant's principal place of business as indicated above.

Thank you for your attention to this matter. If you have any questions or wish to discuss this matter, please do not hesitate to contact our office.

Sincerely,

LAW FIRM OF ROH & ASSOCIATES

Chong Roh

Attorneys for Plaintiff,
Socorro Vazquez De Aguilera