

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

May 13, 2026

VIA LWDA WEBSITE

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

Re: *Rigoberto Jesus Orejel Mendez v. HASA, INC.*

To Whom It May Concern:

Please be advised that this law firm represents Rigoberto Jesus Orejel Mendez (“Mr. Mendez”) in claims arising from his employment with HASA, INC., a California Corporation; and DOES 1 through 100 (“HASA”). Mr. Mendez 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 HASA’s current and former aggrieved employees who worked for HASA in California during the one year immediately preceding the date of this letter through the present.

HASA operates multiple water treatment plants throughout California. Mr. Mendez was employed by HASA as an aggrieved employee in the position of “Yard Goat” (or similarly titled position) from approximately July 2024 through approximately August 2025. Mr. Mendez’s primary job duties included assisting drivers unload and load chemical products onto a truck and performing water treatment procedures at the assigned destination(s). Mr. Mendez’s other primary job duties included operating machinery on HASA’s assembly line which filled containers with chemicals.

During Mr. Mendez’s employment with HASA, HASA failed to compensate Mr. Mendez and other aggrieved employees for all hours actually worked, resulting in unpaid wages including (but not limited to) by requiring and/or permitting employees to work while off-the-clock, including during their off-duty meal periods. Specifically, when Mr. Mendez was assigned to help drivers unload trucks, he was frequently interrupted and worked while off the clock during his meal period. In addition, Mr. Mendez was required to keep his personal cellular phone on him during meal periods in order to respond to

communications from his manager. However, Mr. Mendez and other aggrieved employees were not compensated for this time due to HASA's timekeeping policies/practices, which fail to pay for all hours actually worked. Due to HASA's timekeeping policies and practices that fail to compensate for all hours worked, Mr. Mendez and other aggrieved employees were not compensated for all required minimum and overtime wages.

HASA also failed to provide Mr. Mendez and other aggrieved employees with all legally-compliant meal periods due to HASA's unlawful meal period policies/practices, which have resulted in late (commencing after the fifth hour of work), short/interrupted (less than 30 minutes), and missed meal periods. Specifically, Mr. Mendez and other aggrieved employees were often provided with meal periods commencing after the fifth hour of work. In addition, while Mr. Mendez was performing his work assignments with truck drivers, HASA did not require Mr. Mendez and other aggrieved employees to record their meal periods. Rather, during these shifts, Mr. Mendez's managers manually entered Mr. Mendez's meal period times even though Mr. Mendez did not always receive a compliant meal period on such shifts. Although Mr. Mendez and other aggrieved employees worked shifts in excess of 10.0 hours, HASA failed to provide Mr. Mendez and other aggrieved employees with second meal periods on shifts over 10.0 hours. On occasions when Mr. Mendez and other aggrieved employees were not provided with all lawful meal periods to which they were entitled, HASA failed to pay Mr. Mendez 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. Upon information and belief, throughout the relevant time period, HASA maintained no payroll code for paying meal period premiums under Labor Code § 226.7.

On occasions when Mr. Mendez and other aggrieved employees were provided meal and rest periods, HASA required Mr. Mendez and other aggrieved employees to keep a cellular phone on their person in order to communicate with their supervisors at all times, in violation of *Augustus v. ABM Security Svcs., Inc.*, (2016) 2 Cal.5th 257. See *id.*, at 269 ("[O]ne cannot square the practice of compelling employees to remain at the ready, tethered by time and policy to particular...communications devices, with the requirement to relieve employees of all work duties and employer control.") (emphasis added). As such, HASA failed to relinquish control over how Mr. Mendez and other aggrieved employees spent their meal and rest periods.

HASA frequently interrupted Mr. Mendez and other aggrieved employees during their rest periods to discuss job assignments and/or to require Mr. Mendez and other aggrieved employees to return to work before the completion of 10-minutes net rest, rendering the rest periods non-compliant. In addition, while Mr. Mendez was assisting truck drivers, Mr. Mendez was regularly unable to take his rest periods due to work demands. On occasions when Mr. Mendez and other aggrieved employees were not authorized and permitted to take all lawful rest periods to which they were entitled, HASA failed to pay Mr. Mendez and other aggrieved employees an additional hour of premium pay for each workday in which a rest period violation occurred, as required by Labor Code

§ 226.7. Upon information and belief, throughout the relevant time period, HASA maintained no payroll code for paying rest period premiums under Labor Code § 226.7.

HASA also failed to reimburse Mr. Mendez and other aggrieved employees for necessary business expenses, including personal cellular phone use. Mr. Mendez and other aggrieved employees were required to use their personal cellular phones for necessary work purposes. Specifically, Mr. Mendez would use his personal cellphone every day to communicate with dispatch and his managers via call/text. Additionally, HASA required Mr. Mendez and other aggrieved employees to purchase specialty blades with their own funds without reimbursement. Therefore, upon information and belief, HASA never reimbursed Mr. Mendez and other aggrieved employees the full cost of the tools necessary to perform their jobs nor did HASA reimburse Mr. Mendez and other aggrieved employees for a reasonable portion of their cellular phone expenses. *See Cochran v. Schwan's Home Service, Inc.*, (2014) 228 Cal.App.4th 1137, and Labor Code § 2802.

As a result of HASA's failure to compensate Mr. Mendez and other aggrieved employees for all minimum wages, overtime wages, and all meal and rest period premium wages, HASA maintained inaccurate payroll records for Mr. Mendez and other aggrieved employees, and failed to pay all final wages owed to Mr. Mendez and other aggrieved employees upon their respective separations of employment.

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

Overtime Wage Violations

HASA was required to pay Mr. Mendez and other aggrieved employees overtime wages for all hours worked in excess of eight hours per workday and/or forty hours per workweek. *See* Labor Code §§ 1194(a) and 1198; Wage Order 1, § 3. According to Labor Code § 510(a), "Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee." This Section further provides, "Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee." As alleged above, HASA caused Mr. Mendez and other aggrieved employees to work overtime hours but did not compensate Mr. Mendez and other aggrieved employees at one and one-half times their regular rate of pay for such hours. As a result of these policies/practices, Mr. Mendez and other aggrieved employees were not compensated for all overtime and double-time wages.

Minimum Wage Violations

HASA was required to pay Mr. Mendez and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour actually worked. *See* Labor Code §§ 1182.12, 1194, 1194.2, 1197; Wage Order 1, § 4. As alleged above, HASA failed to conform its pay practices to the requirements of the law by failing to pay Mr. Mendez and other aggrieved employees for all hours worked including, but not limited to, all hours they were subject to the control of HASA and/or suffered or permitted to work under the California Labor Code and Wage Order 1. As a result of these policies/practices, which fail to compensate for all hours worked, Mr. Mendez and other aggrieved employees were deprived of all required minimum wages.

Meal Period Violations

As alleged above, HASA failed to provide Mr. Mendez and other aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7, and 512; Wage Order 1, § 11. As a result, Mr. Mendez 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 alleged above, HASA also failed to authorize and permit Mr. Mendez and other aggrieved employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 1, § 12. As a result, Mr. Mendez and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal period or rest period in accordance with an applicable 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 period is not provided.”)

Failure to Reimburse Necessary Business Expenses

As alleged above, HASA failed to reimburse Mr. Mendez and other aggrieved employees for necessary work expenses, including the use of their personal cellular phones for business purposes. HASA’s policy of not providing reimbursement for necessary work-related expenses is in violation of Wage Order 1, § 9, and Labor Code §§ 2802 and 2804 (“An employer shall indemnify his or her 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.”) Mr. Mendez and other

aggrieved employees are therefore entitled to reimbursement of such unpaid work expenses with interest.

Wage Statement Violations

HASA was required to furnish Mr. Mendez and other aggrieved employees with complete and accurate itemized wage statements that showed, among other things, their rates of pay, corresponding number of hours worked at each rate of pay, total gross wages earned, and total net wages earned. *See* Labor Code §§ 226(a) and 1174(d); Wage Order 1, § 7. As a result of HASA's failure to pay all minimum wages earned, and failure to pay all required meal and rest period premium wages, HASA maintained inaccurate payroll records and issued inaccurate wage statements to Mr. Mendez and other aggrieved employees in violation of Labor Code § 226. HASA's failure to comply with its wage statement obligations was knowing and intentional, and Mr. Mendez and other aggrieved employees have suffered injury as a result.

Waiting Time Penalties

Labor Code §§ 201 and 202 require that employees receive all of their final wages at the time of their separation of employment. HASA failed to timely pay Mr. Mendez and other aggrieved employees all of their final wages at the time of separation, which included all overtime, double-time, and minimum wages earned as well as all meal and rest period premium wages. Pursuant to Labor Code § 203, HASA's failure to pay all final wages due to Mr. Mendez and other aggrieved employees was willful and, consequently, entitles Mr. Mendez and other aggrieved employees to waiting time penalties equal to one day of wages at their standard hourly rate for each day HASA failed to pay their final wages after their separation, up to a maximum of thirty days.

As an "aggrieved employee," Mr. Mendez 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. Mendez's own investigation, and on information and belief, HASA committed and continued to commit the following Labor Code violations:

- a. HASA violated Labor Code §§ 204, 510, 1194, and 1198 by failing to pay Mr. Mendez and other aggrieved employees all overtime compensation earned;
- b. HASA violated Labor Code §§ 1182.12, 1194, 1194.2, and 1197 by failing to pay Mr. Mendez and other aggrieved employees the statutory minimum wage for all hours worked;
- c. HASA violated Labor Code §§ 226.7, 512, and 558 by failing to provide meal periods as required by law and failing to pay meal period premiums to Mr.

Mendez and other aggrieved employees at these employees' respective regular rates of compensation for meal period violations;

- d. HASA violated Labor Code §§ 226.7, 516, and 558 by failing to authorize and permit Mr. Mendez and other aggrieved employees all required rest periods and failing to pay rest period premiums to Mr. Mendez and other aggrieved employees at these employees' respective regular rates of compensation for rest period violations;
- e. HASA violated Labor Code §§ 2802 and 2804 by failing to reimburse Mr. Mendez and other aggrieved employees for all necessary expenditures incurred;
- f. HASA violated Labor Code § 226 by failing to furnish Mr. Mendez and other aggrieved employees with accurate and compliant itemized wage statements;
- g. HASA violated Labor Code §§ 201, 202, and 203 by failing to timely pay all final wages due to Mr. Mendez and other aggrieved employees;
- h. HASA violated Labor Code § 204 by failing to pay Mr. Mendez and other aggrieved employees all wages earned at least twice during each calendar month; and
- i. HASA violated Labor Code §§ 1174 and 1198 by failing to maintain accurate records on behalf of Mr. Mendez and other aggrieved employees.

Pursuant to Labor Code Section § 2699.3(a)(2)(A), please notify us and HASA 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: HASA, INC., c/o Florence Sy, Agent for Service of Process, 25152 Springfield Court, Suite 300, Valencia, CA 91355 (via certified mail)