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July 6, 2026

**VIA ELECTRONIC SUBMISSION TO LWDA;
VIA CERTIFIED MAIL TO EMPLOYER**

California Labor and Workforce Development Agency
Attn: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Mygrant Glass Company Inc.
3271 Arden Rd
Hayward, CA 94545

Re: Amended Notice of Claim Under Private Attorneys General Act ("PAGA")

Dear LWDA:

My office has been retained by Edgar McCarthy ("Plaintiff") to pursue a PAGA representative action (Lab. Code § 2699, *et seq.*) against Mygrant Glass Company Inc. ("Defendant"). This letter shall serve as notice, and a request pursuant to Labor Code section 2699.3, that the Labor and Workforce Development Agency ("LWDA") investigate the violations by Defendant described herein against Plaintiff and against other current and/or former employees ("Aggrieved Employees"). If LWDA does not intend to investigate the violations described herein, we respectfully request that the agency specifically notify our office of the same at your earliest possible opportunity.

Plaintiff's Employment with Defendant

Defendant owns/owned and operates/operated an industry, business, and establishment within the State of California. Defendant is therefore subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business and Professions Code.

Plaintiff is a resident of Riverside County, California who worked for Defendant in California as an hourly-paid, non-exempt employee from approximately August 12, 2019, to approximately March 30, 2026. Plaintiff regularly worked more than eight hours in a workday and/or more than 40 hours in a workweek.

Throughout Plaintiff's employment, Defendant failed to provide Plaintiff with legally compliant meal periods, failed to authorize and permit Plaintiff to take rest periods, failed to timely pay all final wages to Plaintiff when Defendant terminated Plaintiff's employment, and failed to furnish accurate wage statements to Plaintiff. Plaintiff worked as a Driver/Warehouse Associate assigned to Defendant's Riverside, California branch located at 795 Palmyrita Ct., Riverside, CA 92507, reporting to Branch Manager Eugene Kim and District Manager Louie

Rivera. His duties included transporting Defendant's windshields and related product between Defendant's branches and to windshield-installer customer locations throughout California and Nevada (including runs from Riverside to Las Vegas, Bakersfield, San Diego, Chula Vista, San Fernando, Anaheim, and Compton), performing local deliveries, pulling and loading orders, buffing windshields, restocking and sweeping the warehouse, taking out trash, mopping, and performing daily vehicle inspections. Plaintiff was paid on an hourly, non-exempt basis, most recently at \$23.34 per hour, and was regularly scheduled full-time at 40 hours per week over five eight-hour shifts. Defendant terminated Plaintiff's employment on or about April 1, 2026.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of 10 uninterrupted minutes for each four hours of work or major fraction of four hours (*i.e.*, more than two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as required is itself a violation of California's rest break laws.

Throughout the statutory period, Defendant wrongfully failed to authorize and permit Plaintiff to take legally compliant rest periods. While Plaintiff was assigned to Defendant's Transport Department, he was routinely dispatched on long-haul delivery routes (including Riverside to Las Vegas, Bakersfield, San Diego, Chula Vista, San Fernando, Anaheim, and Compton) with delivery windows so compressed that, after picking and loading windshields (ranging from five ounces to approximately 100 pounds), driving to each customer, unloading, and returning to the Riverside branch, Plaintiff was unable to take a compliant morning or afternoon rest break on approximately 80% of those workdays. When Plaintiff worked local deliveries out of the Riverside warehouse, he was unable to take a compliant rest break on approximately 50% of workdays, and it was not uncommon for Defendant to interrupt his rest breaks to dispatch him on a delivery. Defendant's supervisors treated "HOT SHOT" rush deliveries as taking priority over rest breaks regardless of whether Plaintiff had already been on the road, and taking breaks was openly discouraged, with Plaintiff experiencing adverse assignment decisions when he did so. On March 13, 2026, for example, Assistant Manager Maria Zaragoza interrupted Plaintiff mid-rest-break and directed him to the office while he was still on his authorized break.

Instead, Defendant continued to assert control over Plaintiff and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or by denying Plaintiff and the Aggrieved Employees permission to take a rest period. Accordingly, Defendant's policy and practice was to not authorize and permit Plaintiff and the Aggrieved Employees to take rest periods in compliance with California law.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages at the regular rate of compensation for each workday in which a compliant rest period was not authorized or permitted. Defendant, however, did not pay Plaintiff such premium wages. Plaintiff's own wage statements from Defendant reflect at most isolated single-hour "Meal Premium" entries (e.g., a \$22.33 entry) and contain no separate rest-period premium wages,

despite Plaintiff having missed or been interrupted during rest breaks on a majority of his workdays throughout the statutory period.

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

Failure to Pay All Earned Wages Twice Per Month

Based on its failure to pay Plaintiff and the Aggrieved Employees for all wages as discussed above, Defendant also violated Labor Code section 204.

Labor Code section 204 requires employers to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for overtime hours worked. However, during all such times, Defendant systematically failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendant, all wages for all rest periods not authorized and permitted by Defendant, and all wage for all hours worked. As a result, Defendant owes employees the legally required wages for unpaid wages, and Plaintiff and the Aggrieved Employees suffered damages in those amounts.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code section 210 for failing to pay all earned wages twice per month.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

Plaintiff seeks penalties under Labor Code section 1174, subdivision (d). Under Labor Code section 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by Labor Code section 1174 is subject to a penalty under section 1174.5. Pursuant to IWC Wage Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily 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 provide and maintain records required by the Labor Code and the applicable IWC Wage Order deprived Plaintiff and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendant's records. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendant. As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and

enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendant to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendant's knowing failure to comply with the Labor Code and applicable IWC Wage Order, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

Failure to Timely Pay All Wages at Termination

Labor Code sections 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 his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours' previous notice of their intention to quit, in which case the employee is entitled to their wages at the time of quitting.

Within the applicable statute of limitations, Defendant terminated Plaintiff's employment on or about April 1, 2026. At the time of his termination, Defendant had not paid Plaintiff all wages owed, including unpaid rest-period premium wages for the workdays on which Defendant failed to authorize or permit a compliant rest period (or interrupted a rest period) during Plaintiff's employment. Those wages were due immediately upon Plaintiff's discharge under Labor Code section 201 but were not paid at that time and have not been paid since.

Defendant's conduct violates Labor Code sections 201 and 202. Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced, but that the wages shall not continue for more than 30 days.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendant their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up 30 days, pursuant to Labor Code section 203. Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code section 2699, subdivision (f)(2) for failing to timely pay all wages at termination.

Failure to Provide Accurate Itemized Wage Statements

Labor Code section 226, subdivision (a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer; and (9)

all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226, subd. (e)(2)(B)(iii).)

The statute further provides that “[a]n employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney’s fees.” (Lab. Code § 226, subd. (e)(1).)

Throughout the statutory period, Defendant or failed to furnish Plaintiff and the Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law).

Because Defendant violated Labor Code § 226, Plaintiff and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights. Accordingly, Plaintiff and similarly Aggrieved Employees are entitled to recover from Defendant the greater of their actual damages caused by Defendant’s failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee.

Moreover, 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.

Plaintiff personally suffered these injuries. His wage statements from Defendant for pay periods in which he missed or was interrupted during rest breaks reflect, at most, isolated single-hour "Meal Premium" entries and no rest-period premium entries, materially understating the gross and net wages earned and omitting premium wages owed under Labor Code section 226.7. These deficiencies prevented Plaintiff from determining, from the face of his wage statements, the premium wages to which he was entitled.

Statement of Specific Provisions of the Labor Code Violated

Plaintiff alleges that Defendant violated the following provisions of the Labor Code with respect to the Aggrieved Employees:

- (1) Labor Code section 204 by failing to timely pay all earned rest-period premium wages;
- (2) Labor Code section 226.7 and applicable IWC Wage Orders by failing to provide meal periods;

- (3) Labor Code section 226.7 and applicable IWC Wage Orders by failing to authorize and permit rest periods;
- (4) Labor Code section 204 by failing to pay all earned wages twice per month;
- (5) Labor Code section 1174.5 and applicable IWC Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed;
- (6) Labor Code section 201 to 203 by willfully failing to pay all wages owed at termination;
- (7) Labor Code section 226 by failing to provide accurate itemized wage statements; and
- (8)

Pursuant to PAGA, Plaintiff seeks civil penalties arising from these violations. These include, but are not limited to, penalties under Labor Code sections 210, 226.3, 1174.5, 1197.1, and 2699, subdivision (f)(2).

This letter shall serve as Plaintiff's notice pursuant to Labor Code section 2699.3 and we ask that LWDA conduct an investigation concerning the violations described herein. Alternatively, if LWDA does not intend to investigate these violations, we ask that it issue a notification letter to our office confirming the same so that we may proceed with our civil action asserting the PAGA claims described herein.

Please feel free to contact me if you have any questions or if you would like to discuss this matter further. Nothing in this letter is intended to be, or should be construed as, an admission against the interests of Plaintiff or other current or former employees of Defendant and shall not be construed as a waiver of their rights, remedies, claims, or defenses, all of which are expressly reserved.

Sincerely,



Camron Dowlathahi