

September 17, 2026

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VIA ONLINE ELECTRONIC FILING

California Labor and Workforce Development Agency

Attn: PAGA Administrator

1515 Clay Street, Suite 801

Oakland, CA 94612

California Division of Occupational Health and Safety

1515 Clay Street, Suite 1901

Oakland, CA 94612

VIA CERTIFIED MAIL (RETURN RECEIPT)

J-M Manufacturing Company, Inc.

5200 West Century Blvd 10th FL

Los Angeles, CA 90045

J-M Manufacturing Company, Inc.

c/o 1505 Corporation CSC – Lawyer Incorporating Service, Agent for Service of Process

2710 Gateway Oaks Drive

Sacramento, CA 95833

Re: Andres Loza's Wage and Hour Claims Against J-M Manufacturing Company, Inc. dba JM Eagle

Dear California Labor and Workforce Development Agency and J-M Manufacturing Company, Inc.:

Please be advised that Andres Loza ("Claimant") has retained our firm, ARCH Legal, P.C., to represent him for various claims against his employer, J-M Manufacturing Company, Inc. dba JM Eagle ("JM Eagle" or the "Company").

This letter shall serve as Claimant's written notice to the California Labor and Workforce Development Agency ("LWDA") and the Company of the alleged violations of the California Labor Code ("Labor Code") and applicable Industrial Welfare Commission ("IWC") Wage Orders that Claimant claims the Company committed against him and all other individuals who were classified as non-exempt and performed work for J-M Manufacturing Company, Inc. dba JM Eagle in California, including those individuals who were directly employed by the Company, a staffing agency, or another third party during the relevant period ("Aggrieved Employees"). Claimant provides this written

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notice, which includes the facts and theories to support the violations alleged herein, in accordance with the Private Attorneys General Act of 2004 ("PAGA"), Labor Code section 2699.3.

Claimant intends to file a civil action against the Company to enforce his rights under the Labor Code and to seek civil penalties, injunctive relief, and attorneys' fees and costs pursuant to the PAGA for the alleged violations. Pursuant to Labor Code section 2699(a), and by way of this notice, Claimant intends to represent himself and all Aggrieved Employees on behalf of the State of California.

FACTUAL BACKGROUND

Claimant alleges that the Company denied him and other Aggrieved Employees the specific rights afforded to them under the Labor Code and the applicable IWC Wage Order. Specifically, the Company failed to timely pay all minimum and/or regular wages during employment; failed to timely pay all overtime wages—including its failure to pay overtime at the applicable regular rate of pay accounting for all non-discretionary income; failed to provide legally compliant meal periods and/or timely pay premium wages for non-compliant meal periods during employment; failed to provide legally compliant rest periods and/or timely pay premium wages for non-compliant rest periods during employment; failed to furnish accurate itemized wage statements; failed to maintain accurate employment records; and failed to maintain a safe and healthful place of employment.

At all relevant times, JM Eagle has also employed other Aggrieved Employees in the State of California. Claimant is informed and believes, and thereon alleges, that the policies and practices described above applied not only to Claimant, but also to other similarly situated non-exempt employees and aggrieved employees working for the Company in California.

a. Wage and Hour

JM Eagle, is a PVC pipe manufacturing company. The Company operates multiple facilities in California, including the facility where Claimant worked, and maintains an estimated workforce of approximately 70 to 100 employees at that facility who work around the clock across two 12-hour shifts. Given there were only two twelve-hour shifts, all employees were required to work overtime.

On or around February 17, 2026, the Company hired Claimant as a Machine Operator/Technician. Claimant's primary responsibilities included monitoring large production machines, checking measurements, ensuring product quality, packaging and weighing parts, operating a forklift to move product to its designated location, and running hourly computer reports to track production. At all relevant times, Claimant was classified as a non-exempt employee, was paid on a bi-weekly basis via direct deposit, and received his wage statements electronically through a mobile application. Claimant remains employed by the Company and is currently on workers' compensation leave following a workplace accident that occurred on April 30, 2026.

At all relevant times, Claimant earned a base hourly rate of \$18.50 per hour, plus a shift differential of \$1.50 per hour for working the night shift. Claimant also received a \$46.00 bi-weekly "benefit." Claimant worked the day shift until about March 2026 when he was moved to the night shift. Once on the night shift, he worked from approximately 6:50 p.m. to about 7:20 a.m. Throughout his employment, Claimant regularly worked four to five days per week, and his total weekly hours regularly fell between approximately 48 and 60 hours.

Claimant's supervisors frequently required Claimant to clock out for a meal period before the end of the fifth hour but then directed him to continue working. As a result, Claimant performed compensable work while off the clock.

Claimant's supervisors also failed to provide Claimant with the opportunity to take legally compliant meal and rest breaks. Claimant could not leave his machine unattended during his shift and therefore required coverage to take his breaks. Claimant's supervisor would often disappear throughout the day without informing anyone of his whereabouts. As a result, there was no one available to provide coverage, preventing Claimant and other employees from taking their required meal and rest breaks at all.

Additionally, although all employees were required to work shifts exceeding 10 hours, the Company never offered or provided employees, including Claimant, a second 30-minute meal period. Claimant never signed a second meal-period waiver, and no waiver was discussed with or presented to him. The Company did not pay employees, including Claimant, meal-period premium wages for the days on which compliant meal periods were not provided.

The Company further failed to authorize and permit compliant rest periods. Rather than providing separate 10-minute rest periods for every four hours worked or major fraction thereof, supervisors often forced Claimant and other employees to combine their three 10-minute rest periods with their 30-minute meal period, requiring them to take all four breaks at once as a single combined break, usually after the fifth hour and sometimes as late as the eighth hour of work. At times, supervisors failed to provide any rest periods at all. Claimant's inability to leave his machine unattended, combined with the lack of available coverage, also prevented him from taking compliant off-duty rest periods. The Company did not pay Claimant rest-period premium wages for the days on which compliant rest periods were not provided.

The Company also failed to pay overtime and double-time wages at the proper regular rate of pay. Claimant regularly worked more than eight hours in a workday, more than 40 hours in a workweek, and at times more than 12 hours in a workday. In calculating overtime and double-time wages, the Company failed to properly include Claimant's night-shift differential and other non-discretionary compensation, including the bi-weekly "benefit," in the regular rate of pay. The Company's failure to include all remuneration in the regular rate resulted in underpayment of overtime and double-time wages.

As a result of the foregoing, the Company furnished wage statements that did not accurately reflect Claimant's gross wages earned, net wages earned, total hours worked, all applicable hourly rates, the corresponding hours worked at each rate, or premium wages owed. These inaccuracies prevented Claimant from promptly and easily determining the wages and hours reflected on his wage statements.

For the same reasons, the Company failed to maintain accurate payroll and employment records. The Company's records did not accurately reflect all hours Claimant worked, the true beginning and end times of work periods and meal periods, or the missed, late, interrupted, or bundled meal and rest periods that occurred during the night shift.

b. Safety Issues

The Company also failed to maintain a safe and healthful workplace. Claimant and other employees were required to work in close proximity to large PVC pipe manufacturing machinery, which presented significant safety hazards and required strict adherence to safety practices and protocols. Despite this, Supervisors often wore headphones and listened to music while working near and operating the heavy machinery. Some supervisors also smoked around the machines. On or about April 29, 2026, Claimant verbally complained to one of the managers about these unsafe practices. The manager acknowledged that validity of Claimants complaints, agreeing that wearing headphones and smoking were safety policy violations. However, the Company failed to do anything to correct the unsafe conditions created by the supervisors.

Shortly after Claimant's complaint, Claimant was seriously injured while performing his job duties. Claimant noticed that one of his assigned machines was not operating properly and called his supervisor, Juan, for assistance. Juan placed the machine in "manual mode," shut it down, and directed Claimant to enter the machine to move a PVC pipe that was interfering with operation. Claimant entered the machine area as instructed. Within approximately five to ten seconds, while Claimant was still inside the machine area, Juan activated the machine.

When Juan activated the machine, the moving pipe came toward Claimant's head. Claimant deflected it, but the machine caught and crushed his hand between machine components and pulled on his arm. Claimant screamed for Juan to stop the machine. Luckily Claimant was able to reach the stop button with his other hand and stopped the machine himself, allowing him to free his hand. Claimant's hand was very seriously injured.

After the machine stopped, Juan refused to call 911, refused to provide first aid, and left Claimant to administer first aid to himself. Claimant called 911 on his own. Juan then left the area, and Claimant waited alone for emergency assistance. Claimant was transported to the hospital by ambulance and underwent emergency surgery to save his hand. Claimant also suffered psychological trauma from the incident and began attending therapy.

Juan was wearing headphones and listening to music at the time of the incident, the same unsafe practice Claimant had complained about. The Company knew or should have known these practices created an unreasonable risk of serious injury, but failed to implement, enforce, or maintain adequate safeguards to protect Claimant and other employees.

RESERVATION OF RIGHTS

All facts, allegations, and/or legal theories contained within this written notice are asserted on behalf of Claimant, all other Aggrieved Employees, and the State of California. The facts, allegations, and/or legal theories contained in this written notice are based on the information available at the time of this writing. Since Claimant's investigation is ongoing, Claimant reserves his right to assert any and all related facts, allegations, and/or theories of liability discovered after the sending of this written notice on behalf of himself, all other Aggrieved Employees, and the State of California against the Company and/or other persons that may be discovered after the sending of this written notice. Such other persons may include, but are not limited to, those persons who have acted as an agent, subsidiary, servant, employee, co-conspirator, alter-ego, and/or joint venture of the Company, as well as those persons who caused and/or concurrently contributed to the various acts and/or admissions of each and every one of the others, including

the Company, in proximately causing the wrongful conduct, harm, and/or damages alleged herein or otherwise participated in or ratified any or all of the acts and/or omissions complained herein, and those who were acting within the authority and/or scope of the Company. Claimant reserves the right to revise these facts and/or add any new allegations, or legal theories, by amending this written notice and/or by adding facts, allegations, and/or legal theories to the civil complaint.

VIOLATIONS OF THE LABOR CODE AND IWC WAGE ORDERS

FAILURE TO TIMELY PAY ALL MINIMUM AND REGULAR WAGES DURING EMPLOYMENT

(Labor Code §§ 204, 210, 1194, 1194.2, 1197, 1197.1, 1198, and the “Minimum Wages” and “Hours and Days of Work” sections of the Applicable IWC Wage Order)

Labor Code section 1197 states, “[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.” Labor Code section 1197.1 provides that, “Any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203 ...” Section 1198 states, “[t]he maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

Labor Code section 1194(a) states, “... any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.” Liquidated damages in an amount equal to the minimum wages unlawfully unpaid and interest thereon are provided under Labor Code section 1194.2.

Here, the Company has a common practice of failing to pay Aggrieved Employees all minimum and/or regular wages for all time worked or spent under the control of the Company. Specifically, supervisors directed aggrieved employees to clock out for meal periods and continue working. As a result, Claimant performed work while clocked out and was not compensated for this time.

Claimant intends to pursue all available remedies against the Company for its violations of the Labor Code and applicable IWC Wage Order on behalf of himself, all other Aggrieved Employees, and the State of California.

FAILURE TO TIMELY PAY ALL OVERTIME AND DOUBLE TIME WAGES DURING EMPLOYMENT

(Labor Code §§ 204, 210, 510, 558, 1194, 1194.2, 1197, 1197.1, 1198, and the “Minimum Wages” and “Hours and Days of Work” sections of the Applicable IWC Wage Order)

Labor Code section 510 states, “[e]ight hours of labor constitutes a day’s work. 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. 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.” The “Hours and Days of Work” and “Minimum Wages” sections of the applicable IWC Wage Order mandate the same requirements.

Labor Code section 1194(a) states, “... any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.” Liquidated damages in an amount equal to the minimum wages unlawfully unpaid and interest thereon are provided for under Labor Code section 1194.2.

Labor Code section 558 provides that “any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty” of \$50 for each underpaid employee for each pay period for which the employee was underpaid for any initial violation, and \$100 for each underpaid employee for each pay period for which the employee was underpaid for each subsequent violation.

Here, the Company has a common practice of failing to timely pay all overtime wages. Claimant regularly worked 12-hour shifts and, because the Company made overtime mandatory, regularly worked four to five days per week, with total weekly hours regularly falling between 48 and 60 hours. As a result, Claimant routinely worked hours in excess of eight per workday and 40 per workweek, and hours in excess of 12 per workday, entitling him to overtime and double-time compensation. Because Aggrieved employees were required to clock out for meal breaks and continue working, those unpaid meal-period hours increased the total number of compensable hours worked, resulting in additional overtime and double-time wages that the Company failed to pay.

Moreover, the Company failed to pay overtime wages at the applicable regular rate of pay. Claimant earned a base hourly rate of \$18.50 per hour and, when working the night shift, an additional shift differential of \$1.50 per hour. Claimant also received additional compensation in the form of a \$46.00 bi-weekly “benefit.” As set forth in Labor Code section 510, overtime must be compensated at one and one-half times, and double-time at twice, the employee’s “regular rate of pay.” The Company failed to properly incorporate the night shift differential and other non-discretionary compensation into Claimant’s regular rate of pay when calculating his overtime and double-time wages, resulting in the underpayment of overtime wages owed to Claimant and other Aggrieved Employees.

Claimant intends to pursue all available remedies against the Company for its violations of the Labor Code and applicable IWC Wage Order on behalf of himself, all other Aggrieved Employees, and the State of California.

**FAILURE TO PROVIDE LEGALLY COMPLIANT MEAL PERIODS AND/OR TIMELY PAY
PREMIUM WAGES FOR NON-COMPLIANT MEAL PERIODS**

(Labor Code §§ 204, 210, 226.7, 512, 558, 1198, and the “Meal Periods” section of the Applicable IWC Wage Order)

Labor Code section 226.7(b) states, “[a]n employer shall not require an employee to work during a meal or rest ... period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission ...” Labor Code section 226.7(c) states, “[i]f an employer fails to provide an employee a meal or rest ... period in accordance with a state law ... 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.”

Labor Code section 512(a) states, “[a]n employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes” and “[a]n employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes.”

The “Meal Periods” section of the applicable IWC Wage Order states, “[n]o employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day’s work the meal period may be waived by mutual consent of the employer and the employee.” It further states, “[a]n employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of employer and employee only if the first meal period was not waived.” Furthermore, “[i]f an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the meal period is not provided.”

The “Meal Periods” section of the applicable IWC Wage Order also states, “[u]nless the employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an ‘on duty’ meal period and counted as time worked. An ‘on duty’ meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job meal period is agreed to and complies with Labor Code section 512.”

Here, the Company has a common practice of failing to provide legally compliant meal periods and/or timely pay premium wages for non-compliant meal periods. Supervisors often directed employees to clock out for meal periods before the end of the fifth hour, but rather than relieving him for the break, would direct him to keep working. On other occasions, the supervisor would bundle Claimant’s rest breaks and his 30-minute meal period into a single combined break provided all at once, typically well past the fifth hour, and sometimes as late as the eighth hour. Rarely did Claimant receive a timely, off-duty meal period.

Moreover, because Claimant’s supervisor would at times simply leave or say nothing, aggrieved employees were at times unable to take any breaks at all, as they could not leave their workstations unattended and there was no one available to relieve them.

Additionally, although Claimant worked shifts well in excess of 10 hours every day he was scheduled, the Company never offered or provided him with a second 30-minute meal period. Claimant never signed a second meal period waiver, and a second meal period was never discussed with or presented to him.

The Company failed to pay premium wages at the applicable regular rate for these non-compliant meal periods, including those that were missed, late, short, or interrupted.

Claimant intends to pursue all available remedies against the Company for its violations of the Labor Code and applicable IWC Wage Order on behalf of himself, all other Aggrieved Employees, and the State of California.

**FAILURE TO PROVIDE LEGALLY COMPLIANT REST PERIODS AND/OR TIMELY PAY
PREMIUM WAGES FOR NON-COMPLIANT REST PERIODS**

(Labor Code §§ 204, 210, 226.7, 1198, and the “Rest Periods” section of the Applicable IWC Wage Order)

The “Rest Periods” section of the applicable IWC Wage Order states, “[e]very employer shall authorize and permit employees to take rest periods, which insofar as practicable shall be in the middle of each work period. Nothing in this provision shall prevent an employer from staggering rest periods to avoid interruption in the flow of work and to maintain continuous operations, or from scheduling rest periods to coincide with breaks in the flow of work that occur during the course of the workday. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time for every four (4) hours worked, or major fraction thereof.”

Furthermore, “[i]f an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the rest period is not provided.” The Wage Order further states, “[r]est periods need not be authorized in limited circumstances when the disruption of continuous operations would jeopardize the product or process of the work. However, the employer shall make up the missed rest period within the same workday or compensate the employee for the missed ten (10) minutes of rest time at his/her regular rate of pay within the same pay period.”

Labor Code section 1198 states, “[t]he maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

Here, the Company has a common practice of failing to authorize and permit legally compliant rest periods and/or timely pay premium wages for non-compliant rest periods during employment. Supervisors often instructed aggrieved employees to take all rest periods together with their 30-minute meal period, providing them all at once as a single combined break rather than authorizing separate rest periods for every four hours worked or major fraction thereof in accordance with law.

Moreover, because Claimant’s supervisor would at times simply leave or say nothing, aggrieved employees were frequently unable to take any rest period at all, as they could not leave their workstations unattended and there was no one available to relieve them. As a result, Claimant and other Aggrieved Employees were not authorized and permitted to take legally compliant, off-duty rest periods.

The Company did not pay Claimant or other Aggrieved Employees one hour of premium wages at the applicable regular rate of pay for each workday that a compliant rest period was not provided.

Claimant intends to pursue all available remedies against the Company for its violations of the Labor Code and applicable IWC Wage Order on behalf of himself, all other Aggrieved Employees, and the State of California.

FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS
(Labor Code §§ 226, 226.3, and the “Records” section of the Applicable IWC Wage Order)

Labor Code section 226(a) states in pertinent part that every employer shall provide an accurate, itemized wage statement in writing with respect to each of its employees showing: “(1) gross wages earned, (2) total hours worked by the employee, ... (5) net wages earned, ... (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.”

Labor Code section 226(e) imposes a penalty of the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of \$4,000, and entitles an employee to an award of costs and reasonable attorney’s fees. Labor Code section 226.3 imposes an additional civil penalty on the employer of \$250.00 per employee per violation of Labor Code section 226(a) in an initial citation and \$1,000 per employee for each violation in a subsequent citation.

Here, the Company has a common practice of failing to furnish accurate itemized wage statements. The Company furnished Claimant and other Aggrieved Employees with wage statements that did not correctly reflect their gross wages earned, total hours worked, all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate, and net wages earned, as well as the premium wages earned.

Specifically, the wage statements failed to reflect all hours actually worked because, as described above, aggrieved employees were directed to perform work while clocked out for would-be lunches. The wage statements also failed to reflect the correct overtime and double-time wages, and sick pay owed because the Company did not incorporate the night shift differential and other non-discretionary compensation into Claimant’s regular rate of pay when calculating these amounts. In addition, the wage statements failed to include premium wages owed for non-compliant meal and rest periods. Due to this missing and inaccurate information, Claimant was unable to promptly and easily determine the total number of hours he worked and the wages he earned during the pay period.

Claimant intends to pursue all available remedies against the Company for its violations of the Labor Code and applicable IWC Wage Order on behalf of himself, all other Aggrieved Employees, and the State of California.

FAILURE TO MAINTAIN ACCURATE EMPLOYMENT RECORDS
(Labor Code §§ 1174, 1174.5, and the “Records” section of the Applicable IWC Wage Order)

Labor Code section 1174 states, “[e]very person employing labor in this state shall ... [k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, ... employees employed at the respective plants or establishments.”

The “Records” section of the applicable IWC Wage Order states that every employer shall keep accurate information with respect to each one of its employees, including time records showing when the employee begins and ends each work period and meal period, total hours worked in the payroll period and applicable rates of pay, and total wages paid each payroll period.

Labor Code section 1174.5 imposes a civil penalty of \$500 for an employer’s failure to maintain accurate and complete records. This civil penalty is in addition to the civil penalty that would be imposed pursuant to Labor Code section 2699 for a violation of Labor Code section 1174(d).

As a result of the policies and practices described herein, the Company has failed to maintain accurate employment records. Claimant intends to pursue all available remedies against the Company for its violations of the Labor Code and applicable IWC Wage Order on behalf of himself, all other Aggrieved Employees, and the State of California.

FAILURE TO MAINTAIN A SAFE AND HEALTHFUL PLACE OF EMPLOYMENT
(Labor Code § 6400 et seq.)

Labor Code Sections 6400 and 6404 establish the obligation of an employer to furnish its employees with a place of employment that is safe and healthful. Labor Code Section 6401 provides:

Every employer shall furnish and use safety devices and safeguards, and shall adopt and use practices, means, methods, operations, and processes which are reasonably adequate to render such employment and place of employment safe and healthful. Every employer shall do every other thing reasonably necessary to protect the life, safety, and health of employees.

See also Labor Code § 6403 (prohibiting an employer from failing or neglecting to perform its obligations under Labor Code § 6401).

An employer is required to correct any unsafe and/or unhealthy condition in a timely manner and is further prohibited from permitting or requiring an employee to go or be in a place of employment that is not safe and healthful. Labor Code §§ 6401.7(b) and 6402.

For violations of Labor Code § 6400 et seq., Labor Code § 6317 permits the California Division of Occupational Health and Safety to impose civil penalties against employers as specified in Section 6423, which states the following:

Every employer and every officer, management official, or supervisor having direction, management, control, or custody of any employment, place of employment, or of any other employee, who ... (1) [k]nowingly or negligently violates any standard, order, or special order, or any provision of this division, or of any part thereof in ... [i]s punishable by ... a fine not to exceed five thousand dollars (\$5,000).

Furthermore, employers that repeatedly violate “any standard, order, or special order, or provision of this division, or any part thereof in, or authorized by, this part, which repeated violation creates a real and apparent hazard to employees” are subject to “a fine not exceeding fifteen thousand dollars (\$15,000).

... If the defendant is a corporation or a limited liability company, the fine may not exceed one hundred fifty thousand dollars (\$150,000).” Labor Code § 6423(d).

Here, the Company failed to maintain a safe and healthful place of employment for Claimant and other Aggrieved Employees in violation of Labor Code sections 6400, 6401, 6401.7, 6402, and 6403. The Company operates PVC pipe manufacturing machinery that poses a serious risk of injury and requires strict adherence to safety practices. The Company failed to furnish and use safety devices, safeguards, and practices reasonably adequate to maintain a safe and healthful workplace for Aggrieved Employees, including Claimant, and failed to take all other reasonably necessary measures to protect their life, safety, and health.

Specifically, the Company permitted supervisors to wear headphones and listen to music while working near and operating heavy machinery, and to smoke around the machines. On or about April 29, 2026, Claimant verbally complained to the manager above his supervisor about these unsafe practices, and the manager acknowledged that the headphone use was a policy violation. Despite this, the Company failed to correct the unsafe conditions.

Claimant sustained serious and traumatic injuries to his hand while working for the Company. The Company knowingly permitted Claimant to work under conditions that exposed him to an unreasonable and foreseeable risk of physical injury, and failed to timely correct the hazardous conditions despite Claimant’s report before the accident. The Company’s conduct constitutes a failure to furnish and maintain a safe and healthful place of employment as required by Labor Code section 6400 *et seq.*, and, upon information and belief, reflects repeated violations creating a real and apparent hazard to Claimant and other Aggrieved Employees.

Claimant intends to pursue all available remedies against the Company for its violations of California law on behalf of himself, all other Aggrieved Employees, and the State of California to the extent permitted by law.

**CIVIL PENALTIES AND INJUNCTIVE RELIEF FOR VIOLATIONS OF THE LABOR CODE
AND THE APPLICABLE IWC WAGE ORDER**

(Labor Code §§ 210, 558(a), 1174.5, 1197.1, 2699(f), and 2699(k)(1))

Labor Code section 210 provides that any person who fails to pay wages as provided in Labor Code sections 201.3, 203, 204, 204(b), 204.1, 204.2, 205, 205.5, and 1197.5 shall be subject to a civil penalty of \$100 for any initial violation for each failure to pay each employee and for each subsequent violation, or any willful or intentional violation \$200 for each failure to pay each employee, plus 25% of the amount unlawfully withheld, in addition to any other penalty.

Labor Code section 558(a) subjects an employer or any person acting on behalf of an employer who violates, or causes to be violated Labor Code sections 500-558, or any provision regulating the hours and days of work in any IWC Wage Order, to a civil penalty of \$50 for each underpaid employee for each pay period for which the employee was underpaid for any initial violation, and \$100 for each underpaid employee for each pay period for which the employee was underpaid for each subsequent violation.

For violations of Labor Code section 1174 subdivisions (c) and (d), Labor Code section 1174.5 imposes a civil penalty of \$500 for any willful violation.

Labor Code section 1197.1 subjects any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203 as follows:

- (1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.
- (2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.
- (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to Section 203, recovered pursuant to this section shall be paid to the affected employee.

For all provisions of the Labor Code except those for which a civil penalty is specifically provided, Labor Code section 2699(f)(2) imposes a civil penalty of \$100 per pay period, per employee, except for violations of Labor Code section 226(a), and \$200 per pay period, per employee if either of the following are met: (a) an agency or court issued a finding or determination to the employer that its policy or practice giving rise to the violation was unlawful within the five years preceding the alleged violation, or (b) the court determines that the employer's conduct giving rise to the violation was malicious, fraudulent, or oppressive.

Labor Code section 2699(f)(2)(A) provides that for violations of Labor Code section 226, if the violation is a violation of paragraphs (1) to (7) or (9) of subdivision (a) of section 226 then the civil penalty is \$25 per pay period per employee if the employee could promptly and easily determine the information specified in subdivision (a) of section 226. If the alleged violation is a violation of paragraph (8) of subdivision (a) of section 226, the civil penalty is \$25 for each aggrieved employee per pay period if the employee would not be confused or misled about the correct identity of their employer. The civil penalty is \$50 for each aggrieved employee per pay period if the alleged violation resulted from an isolated, nonrecurring event that did not extend beyond the lesser of 30 consecutive days or four consecutive pay periods.

Labor Code section 2699(k)(1) provides that an aggrieved employee may be awarded injunctive relief in a civil action.

As set forth above, the Company violated the Labor Code and the applicable IWC Wage Order by failing to timely pay all minimum and/or regular wages during employment; failing to timely pay all overtime wages during employment, including its failure to pay overtime at the applicable regular rate of pay accounting for the shift differential; failing to provide legally compliant meal periods and/or timely pay premium wages for non-compliant meal periods during employment; failing to provide legally compliant rest periods and/or timely pay premium wages for non-compliant rest periods during employment; failing to furnish accurate itemized wage statements; failing to maintain accurate employment records; and failing to maintain a safe and healthful place of employment. As a result, the Company is liable for civil penalties under the PAGA. The Company must also be enjoined from engaging in the violations of law described herein.

Claimant intends to pursue all available remedies including, but not limited to, those stated herein for the Company's violations of the Labor Code and applicable IWC Wage Order on behalf of himself, all other Aggrieved Employees, and the State of California to the extent permitted by law.

**ATTORNEYS' FEES AND COSTS FOR VIOLATIONS OF THE LABOR CODE AND THE
APPLICABLE IWC WAGE ORDER**

(Labor Code §§ 218.5, 226(e)(1), 1194, 2802, and 2699(k)(1); Code Civ. Proc. § 1021.5)

Labor Code sections 218.5, 226(e)(1), 1194, 2802, and 2699(k)(1), among others, give employees, such as Claimant, the right to recover in a civil action reasonable attorneys' fees and costs.

Under Labor Code section 2699(k)(1), an aggrieved employee, such as Claimant, is entitled to an award of reasonable attorney's fees and costs. Moreover, pursuant to Labor Code section 2699(m), any civil penalties recovered by aggrieved employees shall be distributed as follows: 65% to the LWDA and 35% to the aggrieved employees.

Claimant also seeks attorneys' fees and costs under California Code of Civil Procedure section 1021.5 for any significant benefit to the aggrieved employees and/or the public as a result of this notice and/or related civil action.

Accordingly, the Company is liable for attorneys' fees and costs. Claimant has already incurred actual damages, costs, and attorney's fees, and he will continue to incur such costs as a result of the Company's unlawful actions. Claimant will pursue all available remedies against the Company, including those provided under the PAGA, on behalf of himself, all other Aggrieved Employees, and the State of California to the extent permitted by California law for the violations of the Labor Code and the applicable IWC Wage Order described herein and those that may be later discovered.

CONCLUSION

Based on the foregoing, the Company has violated, and will continue to violate, the Labor Code and the applicable IWC Wage Order, thereby depriving Claimant and other Aggrieved Employees of the rights and protections afforded to them. By submitting this written notice, Claimant has satisfied the prerequisites of the PAGA to serve as a representative of all Aggrieved Employees, the general public, and the State of California.

Accordingly, if the LWDA declines to intervene or act within the time prescribed by the PAGA, Claimant may elect to initiate and/or amend a civil action, on behalf of himself, all other Aggrieved Employees, and the State of California, as permitted by the PAGA.

Sincerely,

A handwritten signature in black ink, appearing to read "Ommar Chavez", is written over a light gray rectangular background.

Ommar Chavez
Attorney at Law