GARAY LAW

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October 26, 2026

THROUGH ONLINE FILING- AMENDED NOTICE

California Labor and Workforce Development Agency Private Attorneys General Act

Re: IRIS AVILA V. ROGAR MANUFACTURING INCORPORATED

JOSE GARAY, APLC represents the interests of Ms. IRIS AVILA ("Employee" or "Complainant"), who is filing this Amended LWDA/PAGA Notice regarding Labor Code violations and seeking civil penalties under the Private Attorneys General Act of 2004, Labor Code section 2698 et seq. ("PAGA") on behalf of herself and other aggrieved employees. Claimant worked for Rogar Manufacturing Inc. at 866 E. Ross Avenue, El Centro, CA 92243 from October 31, 2016, to March 31, 2026.

Rogar Manufacturing Incorporated is a company that manufactures custom cable and wire harness products. It employs approximately 150 employees at its location and is a covered employer pursuant to Labor Code §§ 2100 – 2112. It is estimated to have over 370 current and former non-exempt employees throughout California.

The purpose of this correspondence is to notify you that the Claimants intend to seek penalties, on behalf of themselves and all other aggrieved employees, against their Employer pursuant to the Private Attorneys General Act of 2004 ("PAGA"), Labor Code sections 2698 et seq. Claimants were employed by Employer as non-exempt employees.

This correspondence serves as the Claimants' amended written notice by online filing with the Labor and Workforce Development Agency ("LWDA") and by certified mail to the Employer of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations, as required by Labor Code § 2699.3(a)(1). The specific provisions of the Labor Code alleged to have been violated are as follows: Labor Code sections 201, 202, 203, 204, 206, 210, 226, 226.3, 226.7, 510, 512, 558, 558.5, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1400 et seq., 2100 – 2112, 2800 - 2802, the Industrial Welfare Commission Wage Orders ("IWC Wage Order"), Cal/OSHA, and/or California's Health and Safety Code as it relates to the claims alleged herein.

The claims made on behalf of Claimants, the State of California, and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT-TIME WAGES, AND OVERTIME COMPENSATION

Employer has engaged in numerous unlawful practices which resulted in the failure to pay Claimants' and Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight-time wages, and overtime compensation.

First, Employer regularly required Claimants and other Aggrieved Employees to work off-the-clock to complete their duties and responsibilities. This off-the-clock work included, amongst other things, requiring Claimants and other Aggrieved Employees to: (1) respond to Employer and work-related requests and perform work while clocked out for purported meal breaks; (2) perform work before clocking in for the start of their shift; (3) perform work after clocking out for the end of their shift; and (4) perform work during meal periods. Claimants and other Aggrieved Employees were not compensated for this off-the-clock work, resulting in a failure to pay minimum wages and straight-time wages. Moreover, this off-the-clock work typically caused Claimants and other Aggrieved Employees to work more than eight (8) hours in a day and forty (40) hours in a week, resulting in a failure to pay overtime compensation. Employer required Claimants and Aggrieved Employees to engage in post and preliminary work and to work off-the-clock during meal periods to meet their assigned quotas.

Second, Employer also failed to accurately record the actual time Claimants and other Aggrieved Employees worked, which resulted in Employer's failure to pay for all hours worked, including minimum wages, straight-time wages, premium pay, overtime wages, sick pay, bonus pay, and vacation pay.

Finally, and as a matter of policy and/or practice, Employer failed to pay overtime to Claimants and other Aggrieved Employees at the correct legal rate for all overtime hours worked, based on their regular rates of pay, including premium pay rates when applicable. Employer also failed to factor non-discretionary bonus pay into the regular rate of pay for Claimants and other Aggrieved Employees.

As a result of the foregoing practices, Employer has failed to pay Claimants and other Aggrieved Employees for all wages earned at the correct rates of pay, including non-discretionary bonus pay, minimum wages, straight-time wages, and overtime compensation. Accordingly, Employer violated the applicable IWC Wage Order and California Labor Code sections 204, 510, 1194, 1197, 1197.1, and 1198. Claimants, on behalf of themselves and other Aggrieved Employees, will therefore seek PAGA default penalties; penalties pursuant to paragraph (20)(A) of the applicable IWC Wage Order; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; and attorneys' fees and costs.

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Fact Summary: Claimant worked for Employer as an hourly, non-exempt Supplier Quality Engineer earning approximately $19.20 per hour, on a scheduled shift of 8:00 a.m. to 4:40 p.m., Monday through Friday. Employer required Claimant and other Aggrieved Employees to clock out on time at the end of their shift and keep working off the clock, which Claimant did for approximately 15 to 30 minutes, two to three times per week, without compensation. On those days, this off-the-clock work brought Claimant's workday to approximately 8.5 hours, and Employer did not pay overtime for that time. In addition, Employer's biometric eye-scanner time clock regularly failed to register Claimant's arrival and recorded her as late when she arrived on time. Claimant reported the problem to Employer's payroll and human resources manager and to her supervisor, but Employer refused to correct her time records.

2. FAILURE TO PROVIDE MEAL PERIODS:

Employer failed to provide Claimants and other Aggrieved Employees with legally compliant 30-minute meal periods. Employer required Claimants and other Aggrieved Employees to work more than five (5) hours per day but did not provide uninterrupted 30-minute meal periods. Further, Claimants and other Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employer regularly required Claimants and other Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal period after their tenth (10th) hour of work. On the occasions that Claimants and other Aggrieved Employees did take a meal period, their meal periods were frequently interrupted, cut short, and/or were "working meal periods." Moreover, Claimants and Aggrieved Employees were not credited with time on task even though they were required to be on call or on standby during meal periods in violation of Labor Code § 2103.

Employer's excessive quotas, policies, practices, and procedures were responsible for the violations alleged above and prevented Claimants and other Aggrieved Employees from complying with their ability to take timely, complete and duty-free meal periods because, among other reasons: (1) Employer did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded its own purported meal period policies; (2) Employer' management at various levels, affecting all hourly-non-exempt employees, failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employer failed to adequately inform and train Claimants and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employer failed to adequately inform and train Claimants and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employer failed to ensure that there was adequate staffing to allow Claimants and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employer required Claimants and other Aggrieved Employees to remain on-call and respond to work-related requests at all times, including during meal periods, which included responding to in-person oral

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interruptions; and, (7) Employer' policy and culture prevented Claimants and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on meeting unlawful quota and production demands and/or completing job requirements over employees' right to receive timely, uninterrupted, and duty-free meal periods.

Aggrieved Employees were adversely and unlawfully impacted by Employer' meal period policies which discouraged them from taking legal breaks to meet Employer' quota requirements.

As such, Employer' policies and practices prevented employees from complying with California's meal period laws pursuant to California Labor Code § 2102 which states, "*An employee shall not be required to meet a quota that* ***prevents compliance*** *with meal or rest periods, use of bathroom facilities, including reasonable travel time to and from bathroom facilities, or occupational health and safety laws in the Labor Code or division standards. An Employer shall not take adverse employment action against an employee for failure to meet a quota that does not allow a worker to comply with meal and rest periods, or occupational health and safety laws in the Labor Code or division standards, or for failure to meet a quota that has not been disclosed to the employee pursuant to § 2101*."

Claimants and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for missed meal periods as required under California law. Accordingly, Employer violated the applicable IWC Wage Order and California Labor Code sections 226.7(a), 512(a), 1198, and 2100 - 2112.

Claimants, for themselves and other Aggrieved Employees, will therefore seek PAGA default penalties pursuant to Labor Code § 2699; penalties pursuant to paragraph (20)(A) of the applicable IWC Wage Order; California Labor Code sections 226.3, 558, 1197.1, and 1199 penalties; and attorneys' fees and costs.

Fact Summary: Claimant's shift began at 8:00 a.m., and her meal period was scheduled for 12:30 p.m. Because of Employer's production demands, including work that had to be completed before a daily 2:00 p.m. shipping pickup, Claimant and other Aggrieved Employees were frequently required to keep working and take their meal periods late, often at 12:45 p.m., 1:00 p.m., or later, including after the end of the fifth hour of work. Claimant's meal periods were interrupted approximately once per week, and Employer required employees to clock back in five minutes before the end of every meal period. Employer also required Claimant and other Aggrieved Employees to sign waivers representing that they had clocked out for their meal periods on time, including when their meal periods were taken after the fifth hour of work.

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3. FAILURE TO PROVIDE REST PERIODS:

Employer failed to authorize and permit Claimants and other Aggrieved Employees from taking legal 10-minute rest periods. Employer required Claimants and other Aggrieved Employees to work through rest periods or to remain on call or to standby for quota updates or quota related communications verbally or through radios or cell phones. Claimants and other Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Claimants and other Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Claimants and other Aggrieved Employees were never completely relieved of duty as required by Augustus v. ABM Security Services, Inc., 2 Cal.5th 257 (2016).

Employer' excessive quotas, policies, practices, and procedures were responsible for the violations alleged above and prevented Claimants and other Aggrieved Employees from taking timely, complete, and duty-free rest periods because, among other reasons: (1) Employer did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employer' management at various levels, affecting all hourly-non-exempt warehouse employees, failed and refused to implement and enforce legally compliant rest period policies and practices and instead aggressively pushed aggrieved employees to meet excessive quotas; (3) Employer failed to adequately inform and train managers, leads, supervisors and foreman and Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employer failed to adequately inform and train Claimants and other Aggrieved Employees about their right to premium wages for non- compliant rest periods; (5) Employer failed to ensure that there was adequate staffing (except to utilize staffing agencies to replace employees who failed to meet quota) to allow Claimants and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employer required Claimants and other Aggrieved Employees to remain on-call and respond to work-related requests at all times, including during rest periods, recovery periods, and meal periods, which included responding to in-person oral interruptions; and, (7) Employer' policy and culture prevented Claimants and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing quotas, production demands, and other job requirements over the employees' right to receive legal rest periods. Furthermore, Aggrieved Employees were adversely impacted by Employer' meal, rest, and recovery period policies which discouraged them from taking these breaks to meet Employer's production requirements.

Claimants and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the missed rest periods as required under California law. Accordingly, Employer violated the applicable IWC Wage Order and California Labor Code sections 226.7(a), 1198, and 2100 *et seq.*

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Claimants, for themselves and other Aggrieved Employees, will therefore seek PAGA default penalties pursuant to Labor Code § 2699; penalties pursuant to paragraph (20)(A) of the applicable IWC Wage Order; California Labor Code sections 226.7, 226.3, 558, 1197.1, and 1199 penalties; and attorneys' fees and costs.

Fact Summary: Claimant was scheduled for two 10-minute rest periods, at approximately 10:00 a.m. and 3:00 p.m. Because Employer required employees to finish whatever task they were working on first in order to keep up with daily targets, Claimant rarely took her first rest period or did not take it at all, and her rest periods were interrupted approximately three times per week. Employer required Claimant and other Aggrieved Employees to remain on call during their rest periods in case urgent matters arose and to stay on the work premises during their rest periods every day.

4. FAILURE TO PROVIDE RECOVERY PERIODS:

Labor Code § 226.7. (a) reads in part, "*As used in this section, "recovery period" means a cooldown period afforded an employee to prevent heat illness."*

Employer failed to provide recovery periods when requested by Aggrieved Employees for cooling down and/or to avoid heat illness, exhaustion, dehydration, or other safety risk relating to extreme temperatures. Employer failed to pay premium wages when a recovery period was not provided as required by Labor Code § 226.7. Employer in fact discouraged recovery periods and pressured Aggrieved Employees to utilize meal and rest period time as recovery periods and use of bathroom facility time. If Aggrieved Employees complained or did not accede to Employer' unlawful policies, they were verbally reprimanded, written up negatively for performance, ranked as unproductive or ranked in low quartiles targeted for termination, terminated, and/or adversely impacted by Employer's quota requirements in violation of Labor Code § 2102.

Claimants seeks Civil Penalties, premium wages, individually and for Aggrieved Employees, will therefore seek PAGA penalties pursuant to Labor Code § 2699 and for attorneys' fees and costs.

5. FAILURE TO PAY ALL WAGES DUE TO SEPARATED EMPLOYEES.

As to each pay period, Employer failed to timely pay all wages earned because Claimants and other Aggrieved Employees were not paid all the wages they were owed including, inter alia, overtime compensation, straight-time wages, and meal and rest period premiums. Accordingly, Employer violated California Labor Code § 201(a), 202(a) and 203(a).

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Claimants, for themselves and other Aggrieved Employees, will therefore seek PAGA default penalties pursuant to Labor Code § 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

Fact Summary: Claimant last worked on March 26, 2025, and went on disability leave on March 31, 2025. Claimant later learned, while preparing her taxes, that Employer still listed her as an employee, and Employer's human resources department could not explain her status when she called. Employer terminated Claimant's employment effective March 31, 2026, as confirmed in a letter from Employer's human resources manager dated that same day. The unpaid wages and premiums described above remained due and unpaid at the time of her separation.

6. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS.

As a result of the practices described above, the Employer issued inaccurate wage statements to Claimants and other Aggrieved Employees that failed to include the actual hours worked, the name and address of the legal employing entity, and the correct rates of pay. Accordingly, Employer violated California Labor Code § 226(a).

Claimants, for themselves and other Aggrieved Employees, will therefore seek PAGA default penalties; penalties pursuant to California Labor Code § 226.3; and attorneys' fees and costs.

Fact Summary: Claimant's wage statements did not reflect the off-the-clock hours she worked, the overtime those hours generated, or the meal and rest period premiums she was owed, and they were based on time records that Employer's malfunctioning time clock recorded inaccurately.

7. FAILURE TO MAINTAIN ACCURATE RECORDS.

Employer failed to maintain accurate records relating to Claimants and other Aggrieved Employees' work periods, meal periods, rest periods, recovery periods, and/or total daily hours worked, and total hours worked per payroll period. Accordingly, Employer violated the applicable IWC Wage Order and California Labor Code sections 1198.5 and 1174(d). Employer' illegal and detrimental time rounding policy caused Claimants and other Aggrieved Employees' compensable work time to be improperly recorded, depriving them of their full compensation. These failures also caused Aggrieved Employees to receive sick pay, bonus pay, vacation pay, and premium pay below the lawful rate.

Claimants, for themselves and other Aggrieved Employees, will therefore seek PAGA default penalties pursuant to Labor Code § 2699; penalties pursuant to paragraph (20)(A) of the applicable IWC Wage Order; California Labor Code § 1174.5 penalties; and attorneys' fees and costs.

Fact Summary: Employer's eye-scanner time clock frequently failed to recognize employees when sunlight shone on it, and employees had to fill out "missed points" forms when the clock did not

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work. Employer recorded Claimant as late when she arrived on time and refused to correct her records after she reported the problem. Employer's records also failed to capture Claimant's off-the-clock work and her late and interrupted meal periods, and Employer required employees to sign waivers representing that they had clocked out for their meal periods on time.

8. FAILURE TO REIMBURSE NECESSARY EXPENDITURES.

California Labor Code sections 2800 and 2802 require an Employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his job duties or in direct consequence of his obedience to the directions of the Employer. The applicable IWC Wage Order requires Employer to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Claimants and other Aggrieved Employees incurred necessary business-related expenses and costs that Employer did not fully reimburse.

These costs include but are not limited to the use of Claimants and other Aggrieved Employees' personal cell phones to send and receive messages and calls with supervisors to communicate their duties and the scope of work. Aggrieved Employees were also required to purchase items such as box cutters and other sundry tools for the benefit of Employer without reimbursement. Accordingly, Employer violated IWC Order No. 1 and California Labor Code sections 2800 and 2802.

Claimants, for themselves and other Aggrieved Employees, will therefore seek PAGA default penalties pursuant to Labor Code § 2699; penalties pursuant to paragraph (20)(A) of the applicable IWC Wage Order; and attorneys' fees and costs.

Fact Summary: Claimant's quality inspection duties required her to photograph products and send the photographs to her company email account for her paperwork. Employer did not provide a camera, even after Claimant requested one, so Claimant used her personal cell phone and data plan, paying approximately $120 per month from 2018 through 2025. Employer never reimbursed Claimant for these expenses.

9. FAILURE TO PAY VACATION TIME.

Pursuant to California Labor Code § 227.3, "[W]henever a contract of employment or Employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with such contract of employment or Employer policy respecting eligibility or time served." During the relevant time period, Employer failed to pay Claimants and other Aggrieved

Employees for all earned and unused and accrued vacation time at their final rate of pay at the time of termination of their employment. Accordingly, Employer violated California Labor Code § 227.3.

Claimants, for themselves and other Aggrieved Employees, will therefore seek PAGA default penalties pursuant to Labor Code § 2699; California Labor Code § 227 penalties; and attorneys' fees and costs.

10. VIOLATION OF LABOR CODES 226, 1198.5, 432, 2104: FAILURE TO PROVIDE PERSONNEL FILE & QUOTA DESCRIPTION

Employers were served with a valid request for Claimants' personnel file and Employer failed to provide Claimants' complete personnel file and failed to disclose Claimants' written quota description pursuant to Labor Code §§ 226, 1198.5, 432, and 2104. A request for Claimants' personnel file and quota description was submitted timely and more than 21 days passed, and Employer failed to comply with the requests.

Fact Summary: Claimant worked as a Supplier Quality Engineer and was required to meet daily targets that changed throughout the day depending on the amount of merchandise Employer received. Employer did not provide Claimant with a written description of these targets or of the changes to them.

11. VIOLATION OF CALIFORNIA'S WAREHOUSE QUOTA LAWS

Employer knew or should have known it imposed systematic quota and production demands on Claimants and other Aggrieved Employees which violated the rights of employees pursuant to Labor Code sections 2100 et. seq. Employer had a duty to ensure its production demands/quotas did not prevent Claimants' and other Aggrieved Employees' from complying with laws pertaining to meal periods, rest periods, bathroom breaks, and/or expose them to safety or OSHA hazards. Employer is a "covered Employer", and its warehouse employees are "covered employees."

Employer implements quotas as defined in Labor Code § 2100(h) and subjects Claimants and Aggrieved Employees to adverse employment action as defined in Labor Code § 2102 which states:

> *"An employee shall not be required to meet a quota that prevents compliance with meal or rest periods, use of bathroom facilities, including reasonable travel time to and from bathroom facilities, or occupational health and safety laws in the Labor Code or division standards. An Employer shall not take adverse employment action against an employee for failure to meet a quota that does not allow a worker to comply with meal and rest periods, or*

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occupational health and safety laws in the Labor Code or division standards, or for failure to meet a quota that has not been disclosed to the employee pursuant to Section 2101."

Furthermore, Employer willfully, knowingly and intentionally failed to establish quotas that did not harm Claimants and Aggrieved Employees all to increase Employer' profits without concern for employee safety. Employer, in fact, tracked meals, rest, and recovery periods that were not provided and did nothing to change its policies and practices. Employer also restricted and monitored the use of bathroom facilities and charged the time employees used the bathroom against their quota. In other words, employees who did not wait to use the restroom during meal or rest periods or before or after their shift, were penalized for not meeting quota either through reprimands, warnings, and termination. Employer maintained a point system designed to prevent employees from complying with California law as alleged in this notice and systematically used to punish employees. Furthermore, Employer prevented compliance with California's meal and rest breaks laws and failed to consider meal and rest breaks as productive time when Claimants and Aggrieved Employees were required to remain on call in violation of Labor Code § 2103(b).

Claimants and other Aggrieved Employees were not permitted to take compliant breaks, including recovery periods when requested, due to Employer' unlawful policy and practice to favor production goals over employee rights. Consequently, Claimants and other Aggrieved Employees were not authorized or permitted to take breaks, including first, second, and third rest breaks and Employer' policies prevented Aggrieved Employees from taking compliant breaks as required by California law.

Furthermore, Employer did not provide to each employee a written description of each quota the employee works under, maintained secret (undisclosed) quotas, and failed to provide written disclosures each and every time quotas changed either seasonally, daily, hourly, weekly, and/or monthly. This includes the number of tasks to be performed or materials that must be produced or handled within a time period, and any potential adverse employment action that could result from failing to meet the quota. This information has not been given by Employer to all new employees when hired commencing January 1, 2022, to the present.

Employer failed to produce Claimant's written quota disclosure upon written request pursuant to Labor Code sections 2100-2112 and failed to provide written disclosures to new hires since January 1, 2022, and to current employees each time the quota changed. Employer has a policy and practice of taking adverse employment action against Aggrieved Employees for failing to meet a quota that does not allow a worker to comply with meal and rest periods, or occupational health and safety laws in the Labor Code or division standards, or for failure to meet a quota that has not been disclosed to the employee pursuant to Labor Code § 2101.

Employer have been previously sued for many of the violations alleged herein, and rather than change its policies, it continues to violate the law intentionally and willfully. In fact, Employer have been the subject of OSHA investigations and DIR investigations and have been fined and rather than comply with authorities and the state it continues to violate California's quota and labor laws.

Fact Summary: Claimant worked as a Supplier Quality Engineer in an area with approximately 20 employees. Employer required Claimant to meet a daily target that changed throughout the day depending on how much merchandise was received. In her area, Claimant tracked the merchandise coming in and going out and recorded it in Excel. When her area received less merchandise, Employer sent her to other areas to perform quality control checks, which also had targets and required her to scan items and record everything by hand on paper forms provided by Employer. Only one bathroom was available for approximately 20 women in Claimant's area, and employees were not allowed to use bathrooms in other areas because those areas were not assigned to them, which prevented timely access to bathroom facilities. Employer's production demands, including a daily 2:00 p.m. shipping deadline, also caused Claimant to take late meal periods and to miss or cut short her rest periods. Employer did not provide Claimant with a written description of her targets.

12. IWC Wage Orders Section 15—Temperature

The IWC Wage Orders require temperature to be maintained at comfortable levels. Section 15 of the Wage Orders states the following:

The IWC Wage Orders at section 15 state the following:

15. Temperature

(A) The temperature maintained in each work area shall provide reasonable comfort consistent with industry-wide standards for the nature of the process and the work performed.

(B) If excessive heat or humidity is created by the work process, the Employer shall take all feasible means to reduce such excessive heat or humidity to a degree providing reasonable comfort. Where the nature of the employment requires a temperature of less than 60 (degrees), heated room shall be provided to which employees may retire for warmth, and such room shall be maintained at not less than 60 degrees.

(C)A temperature of not less than 68(degrees) shall be maintained in the toilet rooms, resting rooms, and change rooms during hours of use.

(D) Federal and State energy guidelines shall prevail over any conflicting provision of this section.

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Pursuant to Section 15(b), Defendant has and have always had an affirmative duty to prevent and reduce excessive heat or humidity created by thew work environment, location, department or any other area of work that creates excessive hear and where employees are exposed to heat illness thereby requiring safety measures including, but not limited, to recovery periods. Defendant, however, has no written policy regarding preventative measures as required by California law or as required by Labor Code § 226.7.



Sincerely,

José R. Garay, Esq.

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AGENT FOR SERVICE - EMPLOYER NOTICE PROVIDED BY CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

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