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November 5, 2026

Via Online Filing (PAGA Filing Portal)
Via Certified Mail (Employer)

Labor and Workforce Development Agency
Attn: PAGA Administrator
Filed electronically through the PAGA Filing Portal

High Performance Helicopters, LLC
Attn: CT Corporation System, Agent for Service of Process
330 N. Brand Blvd., Suite 700
Glendale, CA 91203

High Performance Helicopters, LLC
Attn: Human Resources
1671 Sessums Drive, Suite 201
Redlands, CA 92374
Courtesy copy by email: Peter.Maretz@jacksonlewis.com

Re: Notice of Labor Code Violations Pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code § 2698 et seq.
Robert Rodriguez v. High Performance Helicopters, LLC

To the Labor and Workforce Development Agency and to High Performance Helicopters, LLC:

This firm represents Robert Rodriguez ("Claimant"), a current employee of High Performance Helicopters, LLC (fka High Performance Helicopters Corp.) ("HP"). This letter is written notice under Labor Code section 2699.3, subdivisions (a)(1)(A) and (c)(1)(A), of the specific provisions of the Labor Code that HP has violated and continues to violate, and of the facts and theories that support each alleged violation.

Claimant intends to bring a civil action under Labor Code section 2699 to recover civil penalties on his own behalf and on behalf of other current and former employees of HP against whom violations of the same provisions were committed, together with reasonable attorneys' fees and costs under section 2699, subdivision (k)(1), and injunctive relief. Claimant requests that the LWDA investigate the violations described below or, if it does not intend to investigate, notify Claimant and HP of that decision within the time provided by section 2699.3. Nothing in this notice is a complete statement of the facts or of Claimant's claims, and nothing in it waives any right or remedy.

1. The Parties and the Aggrieved Employees

Claimant. Robert Rodriguez is employed by HP as a Pilot-in-Command. He was hired in or about April 2022. His duties include piloting HP's helicopters on wildland-fire, utility, and other remote aerial-work assignments; assisting with flight and support-crew preparations on days he is on duty; and related ground duties. His home base is HP's facility at Redlands Municipal Airport, 1671 Sessums Drive, Redlands, California 92374, from which HP dispatches him to remote work sites in California (including, within the past year, the Lone Pine and Southern California Edison assignments described below) and on temporary assignments outside California (including the Grand Canyon assignment described below). HP classifies and pays Claimant as a non-exempt employee. His compensation consists of a fixed salary, a daily rate for each day he is on duty, flight-hour pay, and a $50 daily payment that HP labels "per diem" but reports and taxes as wages.

HP. High Performance Helicopters, LLC is headquartered at Redlands Municipal Airport. It recently converted from a corporation, High Performance Helicopters Corp., to a limited liability company; references in this notice to HP include the corporation for the period before the conversion. It operates helicopters on wildland-fire, utility, and other aerial-work contracts, including contracts with the United States Forest Service and Southern California Edison. It employs pilots, fuelers/drivers, mechanics, and support personnel, most of whom are based in Redlands and assigned from there to remote operations. HP uses Paychex for timekeeping and payroll. HP's July 2025 Employee Handbook contains a California addendum that HP applies to its California-based workforce, and HP withholds California payroll taxes for its employees, including for days worked outside California.

Aggrieved employees. Claimant gives this notice on his own behalf and on behalf of all other current and former non-exempt employees of HP in California — including pilots, fuelers/drivers, mechanics, and other field and support personnel assigned to fire, utility, and other remote operations — against whom one or more of the same violations was committed during the period beginning one year before the date of this notice and continuing through the resolution of this matter. (Lab. Code, § 2699, subd. (a).) These employees are based in California. California is their principal place of work. California's wage, wage-statement, and timely-payment requirements therefore govern their employment, including days worked on temporary out-of-state assignments. (*Ward v. United Airlines, Inc.* (2020) 9 Cal.5th 732; *Oman v. Delta Air Lines, Inc.* (2020) 9 Cal.5th 762.)

Standing. Claimant personally suffered each of the violations alleged in this notice within the one-year period preceding it, as set out violation by violation in Section 3. (Lab. Code, § 2699, subd. (c)(1); Code Civ. Proc., § 340, subd. (a).)

2. Facts Common to the Violations

Conditions on remote assignments. Pilots, fuelers/drivers, and mechanics assigned to fire, utility, and other remote operations away from Redlands Airport are required to remain at the work site, remain immediately available for dispatch, and respond to operational demands at a moment's notice. They cannot leave the site or make themselves unavailable for 30 minutes. Employees on these assignments are therefore not relieved of all duty for an uninterrupted 30-minute meal period, and they are under HP's control throughout the day. HP has no written on-duty meal-period agreement with Claimant or, to his knowledge, with any other employee.

Timekeeping. From at least 2022 until shortly after Claimant's counsel wrote to HP on October 16, 2026, HP's Paychex configuration automatically recorded a 30-minute meal period for each shift, with no input from the employee. HP management has also directed or pressured employees to record a 30-minute meal period in Paychex whether or not one was provided — including on days when HP's own flight manifests show the employee was flying during the time recorded as a meal — and has told employees who recorded a missed meal period that they were not permitted to do so and must enter a meal period instead. Only after the October 16, 2026 letter did HP change the Paychex application to allow an employee to record and document a missed meal

period. Time records reviewed by Claimant and another employee reflect that HP has never paid a meal-period premium. HP's own handbook requires non-exempt employees to record their time "[i]mmediately after finishing work, before your meal period" and "[i]mmediately before resuming work, after your meal period," prohibits falsified time entries, and directs employees to report immediately "any employee, supervisor, or manager who falsifies your time entries or encourages or requires you to falsify your time entries or work off the clock." (Handbook § 4.8, pp. 10–11.) HP's automatic meal deduction and its managers' directives to record meal periods not taken were contrary to that policy.

Written policies. HP's July 2025 Employee Handbook, which Claimant received and acknowledged, contains a California meal-and-rest-period policy that on paper tracks the Labor Code: a 30-minute meal period "no later than the end of your fifth hour of work," a second meal period "no later than the end of your tenth hour," rest periods for each four hours or major fraction, and one hour of premium pay (Handbook, p. 41). HP's predecessor handbooks contained substantially the same policy. But the handbook conditions the premium on an internal finding — it is paid only "[i]f it is determined, following an investigation, that because of Company action, you were not provided a meal or rest period" (p. 41) — and HP does not follow the handbook in the field. The operating manuals that actually govern remote assignments state a different rule. HP's Safety Management Manual, in the Fatigue Management Plan that applies "to both driving and on-site hours," schedules breaks of "15 minutes every 2.5 hours," "30 minutes after 5 hours," and "30 minutes after 10 hours" (SMM § 6.6.5, p. 79), and describes the "Normal Work Period" as "8 hours work per day with 1 hour lunch break and two 15 min rest breaks" (SMM, p. 81). HP's General Maintenance Manual directs mechanics to that same program for the management of their work time (GMM § 4.5, p. 60). A meal period that begins after the fifth hour of work has ended is late under Labor Code section 512 and Wage Order 9. Until another employee raised the issue, HP did not provide second meal periods on shifts exceeding ten hours.

Compensation structure. Claimant's hiring letter provides: "An additional daily rate of $100 will be paid for every day that you are on-duty, to assist with (in-person) overall operations (flight and support crew) preparations, or $200/day (if requested by management, for revenue-generating assignments only) during off-duty days. If successfully type-rated (in the future), the daily rate will increase to $250 after your first UH-60 (PIC) revenue flight." HP also pays flight-hour pay and a $50 daily "per diem" that it reports and taxes as wages. On information and belief, HP computes overtime and double-time on the salary component alone and excludes the daily rate, flight-hour pay, and taxed per diem from the regular rate of pay, and it computes the meal-period premium (when it pays one at all) without those components.

Travel on remote assignments. On remote assignments HP requires pilots and crew to ride in HP vehicles between company-provided lodging and the helibase or work site. HP's written policy is not to pay for that time: employees "will be provided transportation to and from the airport to the company provided lodging," "generally will be paid until they arrive at the company provided lodging," and "will clock in once they arrive at the jobsite and clock out once they leave the job site" (Handbook, Employee Travel Pay, p. 43). HP's General Operations Manual likewise provides that "[l]ocal travel up to a maximum of 30-minutes each way between the work site and place of lodging will not be considered duty time" (GOM § 3.1.9.1, p. 107). The handbook also provides that overtime "must be approved in advance, in writing," while acknowledging that "[a]ll time worked by nonexempt employees ... will be paid" (p. 42).

Chronology.

- **June 2026 — Grand Canyon assignment.** Claimant's flight manifests show flight operations during the times corresponding to his meal periods, and he documented in Paychex that he was unable to take a meal. On June 9, 2026, HP manager [redacted] texted him that employees were required to take a lunch and that he should notify her if he was not allowed to do so. As the assignment continued,

operational requirements repeatedly prevented him from taking a meal period. HP paid no meal-period premiums for those days.

- **September 13, 2026 — Lone Pine assignment.** Claimant worked a day exceeding 17 hours, including travel back to Redlands in an HP vehicle, without being provided a first or second meal period. At approximately 0913 he called [redacted], raised the issue, and asked to speak with HP's legal counsel. [redacted], a former HP employee, was present in the HP vehicle and witnessed the call. The practice of instructing employees to enter meal periods they had not received was discussed on that call.
- **September 14, 2026 — management email.** [redacted] sent an email regarding meal breaks and on-call fire assignments, which employees understood to confirm that an employee who did not receive a meal period would be paid the one-hour premium. Shortly afterward, pilot [redacted] recorded in Paychex that he had not received a meal period. Management then contacted [redacted], told him he was not permitted to record the missed meal in that manner, and required him to enter a meal period instead.
- **September 29, 2026 — continued direction.** HP manager [redacted]; during the call, management also sent a text message. The direction remained that employees were to take and record a 30-minute lunch, notwithstanding the concerns already raised.
- **September 30, 2026 — Edison assignment.** The meal-period dispute was discussed in front of Claimant's coworkers, and HP management stated: "If they want to get petty, then we can get petty too about paying lunches." After the incident was reported, Claimant was told he could go home early; because his day rate and per diem depend on remaining on the assignment, he asked to stay. During the same period — for the first time in his employment — he was questioned about his clock-in times and what he had been doing while clocked in, notwithstanding prior management approval of those entries.
- **October 16, 2026 — demand letter.** Claimant's counsel sent HP a written demand for unpaid wages and meal-period premiums, notice of retaliation claims, a request for Claimant's payroll and personnel records under Labor Code sections 226, 432, and 1198.5, and a litigation hold.
- **After October 16, 2026 — continued violations and retaliation.** On October 20, 2026, after Claimant had clocked out and finished his work for the day, HP contacted him and required him to return to pick up other employees; HP did not pay him for that work and refused to approve overtime for it. On October 26, 2026, Claimant was directed to move his vehicle from its location next to the hangar while other employees' vehicles were permitted to remain. HP management has continued to discourage and intimidate employees from recording missed meal periods and from seeking the meal-period premium.

3. Specific Provisions Violated, With Supporting Facts and Theories

Unless otherwise stated, the wage order referenced below is Industrial Welfare Commission Wage Order No. 9-2001 (Transportation Industry) (Cal. Code Regs., tit. 8, § 11090), which covers businesses operated for the purpose of conveying persons or property by air and all operations and services in connection therewith, including the repair and maintenance of vehicles. In the alternative, the same provisions of Wage Order No. 4-2001 (Cal. Code Regs., tit. 8, § 11040) apply. A violation of a wage-order requirement is also a violation of Labor Code section 1198.

Violation 1 — Failure to provide meal periods and to pay meal-period premium wages. Labor Code sections 512, subdivision (a), 226.7, subdivisions (b) and (c), and 1198; Wage Order 9, section 11(A)–(D).

Facts and theory. HP employs non-exempt employees on remote assignments for work periods exceeding five hours without providing a first meal period that begins before the end of the fifth hour, and for work periods exceeding ten hours without providing a second meal period. Employees are not relieved of all duty, HP does not relinquish control over their activities, and HP impedes and discourages them from taking meal periods by

requiring them to remain on site and available for dispatch. (*Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1040.) Although HP's handbook recites a compliant meal-period rule, the break schedule in HP's Safety Management Manual — "30 minutes after 5 hours" — places the first meal period after the fifth hour of work has ended, which is late under section 512, subdivision (a), and HP's practice on remote assignments follows its operating conditions rather than its handbook. HP's handbook also makes the premium contingent on an internal investigation finding, which section 226.7, subdivision (c), does not permit. HP has no written on-duty meal-period agreement, so the on-duty meal period exception in Wage Order 9, section 11(C), is unavailable. HP does not pay the one hour of premium pay at the regular rate of compensation required by section 226.7, subdivision (c), for each workday on which a compliant meal period is not provided, and when it computes any premium it excludes the daily rate, flight-hour pay, and taxed per diem from the regular rate of compensation. (*Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858.) Time records that HP caused to show compliant meal periods that were not in fact provided do not rebut the presumption of a violation that arises from noncompliant records. (*Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58.)

Claimant's personal injury. Within the past year, Claimant was not provided compliant meal periods on the Grand Canyon assignment in June 2026 (flight operations during recorded meal times; inability to take a meal documented in Paychex), on September 13, 2026 (a shift exceeding 17 hours with no first or second meal period), and on other remote-assignment days, and HP paid him no meal-period premium for any of those days. On no day that Claimant was on duty was he able to take a meal period that began before the end of his fifth hour of work, because of HP's meal-period policy.

Other aggrieved employees. The same practices apply uniformly to every pilot, fueler/driver, and mechanic assigned to remote fire and utility operations, as HP's treatment of pilot [redacted] in September 2026 illustrates. HP's meal-period policy applies in the same way to all of its non-exempt employees.

Civil penalties. Labor Code section 558, subdivision (a) ($50 per underpaid employee per pay period for an initial violation and $100 for each subsequent violation), for violations of section 512 and of the wage order's hours-of-work provisions; and Labor Code section 2699, subdivision (f)(2), for violations of sections 226.7 and 1198, including the $200 per aggrieved employee per pay period amount under subdivision (f)(2)(B)(ii) because HP's conduct in directing employees to record meal periods they did not receive was malicious, fraudulent, or oppressive.

Violation 2 — Failure to provide rest periods. Labor Code sections 226.7, subdivisions (b) and (c), and 1198; Wage Order 9, section 12.

Facts and theory. For the same reasons stated in Violation 1, employees on remote assignments are not authorized and permitted to take duty-free ten-minute rest periods for each four hours of work or major fraction thereof; they must remain on site, on duty, on radio, and available for dispatch, which is incompatible with a compliant rest period. (*Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257.) HP pays no rest-period premium.

Claimant's personal injury. Claimant was required to remain on duty, on radio, and available for dispatch during rest periods on every remote assignment within the past year, including the June 2026 Grand Canyon assignment and September 13, 2026, and received no rest-period premium.

Civil penalties. Labor Code section 558, subdivision (a), and section 2699, subdivision (f)(2).

Violation 3 — Failure to pay wages for all hours worked (on-duty meal periods, on-call time, call-back work, and required travel). Labor Code sections 510, 1194, 1197, 1198, and 204; Wage Order 9, sections 2 (definition of "hours worked"), 3, and 4.

Facts and theory. Time during which an employee is subject to the employer's control is hours worked and must be paid, at overtime and double-time rates where applicable. An employee who must remain at the work site and available to respond during a meal period is under the employer's control, and the 30 minutes HP deducts or records as an unpaid meal period on those days is compensable time. (*Bono Enterprises, Inc. v. Bradshaw* (1995) 32 Cal.App.4th 968; *Mendiola v. CPS Security Solutions, Inc.* (2015) 60 Cal.4th 833.) Time an employee spends traveling in an HP vehicle, at HP's direction, between lodging and the aircraft or work site, or back to Redlands at the end of an assignment, is also hours worked. (*Morillion v. Royal Packing Co.* (2000) 22 Cal.4th 575.) HP's written policy of paying employees only "once they arrive at the jobsite" and treating lodging-to-site travel as outside "duty time," while requiring that the travel be made in HP vehicles, is a policy of not paying for compensable time. Work performed after an employee has clocked out, at HP's direction, is hours worked, and HP's requirement that overtime be "approved in advance, in writing" permits HP to discipline unauthorized overtime but does not permit it to withhold pay for overtime actually worked, as HP's own handbook acknowledges. HP's practice of automatically deducting a 30-minute meal period, of directing employees to record meal periods not taken, and of clocking employees out while they are still working results in unpaid straight-time, overtime, and double-time wages; unpaid hours are paid at less than the minimum wage (*Armenta v. Osmose, Inc.* (2005) 135 Cal.App.4th 314); and wages are not paid in full on the regular paydays required by section 204.

Claimant's personal injury. Within the past year, Claimant was not paid for the 30-minute periods recorded as unpaid meal periods on remote-assignment days during which he remained on duty (including in June 2026 and on September 13, 2026); was not paid, and was refused overtime, for the call-back work HP required of him on October 20, 2026 after he had clocked out; was not paid for the time spent traveling in HP vehicles between company lodging and the work site on remote assignments; and worked in excess of eight and twelve hours in a day (including the 17-hour day on September 13, 2026) without being paid all overtime and double-time wages due.

Other aggrieved employees. The same practices apply to all non-exempt employees on remote assignments. Claimant is informed and believes that HP clocked out at least one fueler at midnight while he was still actively working, eliminating overtime he had earned.

Civil penalties. Labor Code section 558, subdivision (a) (sections 510 and 1198 and the wage order); section 1197.1, subdivision (a) ($100 per underpaid employee per pay period for an initial intentional violation and $250 for each subsequent violation) (section 1197); section 210, subdivision (a) (section 204, as a willful and intentional violation); and section 2699, subdivision (f)(2), for any of these provisions for which no civil penalty is otherwise specifically provided.

Violation 4 — Payment of overtime at an unlawfully computed regular rate. Labor Code sections 510, subdivision (a), 515, subdivision (d), 1194, and 1198; Wage Order 9, section 3.

Facts and theory. The regular rate of pay on which overtime and double-time must be computed includes all nondiscretionary remuneration for employment. For a non-exempt salaried employee, the regular hourly rate is 1/40th of the weekly salary, and the salary compensates only non-overtime hours. (Lab. Code, § 515, subd. (d).) Flat-sum daily-rate payments and flight-hour pay are nondiscretionary and must be included in the regular rate, with flat-sum payments allocated under *Alvarado v. Dart Container Corp. of California* (2018) 4 Cal.5th 542. A fixed daily "per diem" that is paid on every day worked — including days at the employee's home base, where

no travel expense is incurred, and on Arizona assignments for which HP's own handbook says no per diem is payable — without any substantiation of expenses, and that HP reports and taxes as wages, functions as compensation for work rather than as expense reimbursement and likewise belongs in the regular rate. (See *Clarke v. AMN Services, LLC* (9th Cir. 2021) 987 F.3d 916.) On information and belief, HP computes overtime and double-time on the salary alone and excludes the $100 (or $200) daily rate, flight-hour pay, and $50 daily per diem.

Claimant's personal injury. Claimant received the daily rate, flight-hour pay, and per diem and worked overtime and double-time hours within the past year, including on September 13, 2026, and was paid overtime at a rate that excluded those components.

Other aggrieved employees. HP pays daily rates, flight-hour pay, and/or per diem to its pilots and other field employees under the same compensation structure.

Civil penalties. Labor Code section 558, subdivision (a), and section 2699, subdivision (f)(2).

Violation 5 — Failure to furnish accurate itemized wage statements. Labor Code section 226, subdivision (a), paragraphs (1), (2), (5), and (9).

Facts and theory. Because HP does not record or pay for on-duty meal periods, call-back work, and required travel, and does not pay meal-period premiums or correctly computed overtime, the wage statements HP furnishes do not accurately state gross wages earned, total hours worked, net wages earned, or all applicable hourly rates and the number of hours worked at each rate. Premium pay under section 226.7 is a wage that must be reported on the wage statement. (*Naranjo v. Spectrum Security Services, Inc.* (2022) 13 Cal.5th 93.) An employee cannot determine the accurate information from the wage statement alone, so the reduced penalty in section 2699, subdivision (f)(2)(A)(i), does not apply. The inaccuracies are knowing and intentional: HP configured its timekeeping system to insert meal periods automatically, and it directed, and continues to direct, employees to record meal periods they did not receive.

Claimant's personal injury. Every wage statement HP furnished Claimant within the past year for a pay period that included a remote assignment understated his hours worked and gross and net wages and omitted premium wages due.

Other aggrieved employees. All non-exempt employees on remote assignments received wage statements with the same defects. The practices that produce these defects were in place before Claimant was hired in April 2022 and have continued since.

Civil penalties. Labor Code section 226.3 ($250 per employee per violation for an initial violation and $1,000 per employee for each subsequent violation) and, to the extent applicable, section 2699, subdivision (f)(2).

Violation 6 — Failure to keep accurate records of hours worked and meal periods. Labor Code section 1174, subdivision (d), and section 1198; Wage Order 9, section 7(A)(3).

Facts and theory. An employer must keep accurate records showing when each employee begins and ends each work period, meal periods, and total daily hours worked. HP's records are inaccurate by design: Paychex automatically inserted a 30-minute meal period without employee input, contrary to HP's own handbook requirement that employees clock out for meal periods; management directed employees to record meal periods not taken and required employees who recorded a missed meal to change the entry; and HP clocked employees out while they were working. HP's failure is willful.

Claimant's personal injury. HP's time records for Claimant within the past year show meal periods he did not receive and omit hours he worked.

Civil penalties. Labor Code section 1174.5 ($500) and section 2699, subdivision (f)(2).

Violation 7 — Retaliation and interference for complaints about unpaid wages and meal periods and for refusing to falsify time records. Labor Code sections 98.6, subdivisions (a) and (b); 1102.5, subdivisions (b) and (c); and 232.5, subdivision (c).

Facts and theory. Claimant complained orally and in writing to HP management, on his own behalf and on behalf of coworkers, that HP was not providing meal periods, was not paying meal-period premiums and wages for all hours worked, and was directing employees to record meal periods they had not received; he asked to speak with HP's counsel; he discussed these working conditions with coworkers; and, through counsel, he demanded unpaid wages on October 16, 2026. Claimant's complaints were also the conduct HP's handbook requires of employees, which directs them to report "any involuntarily missed meal or break periods" and any manager who "encourages or requires you to falsify your time entries" (Handbook § 4.8, p. 11). Each of these is protected activity under sections 98.6 (complaint that wages are owed), 1102.5, subdivision (b) (disclosure to a person with authority over the employee of information the employee reasonably believes discloses a violation of state law), 1102.5, subdivision (c) (refusal to participate in an activity — falsifying time records — that would result in a violation of state law), and 232.5 (disclosure of information about working conditions). Within days of his September 2026 complaints, HP management announced in front of his coworkers that HP could "get petty too about paying lunches," sent him home early from a revenue assignment, and subjected his previously approved time entries to unprecedented scrutiny. After the October 16, 2026 demand, HP required him to perform call-back work without pay or overtime and singled out his vehicle for removal. HP also required pilot [redacted] to alter a time entry recording a missed meal period and has continued to discourage employees from recording missed meal periods. Because HP took these actions within 90 days of the protected activity, there is a rebuttable presumption in favor of Claimant's claim under section 98.6, subdivision (b)(1), which applies to conduct protected by Chapter 5 of Part 3 of Division 2 (commencing with section 1101), including section 1102.5. Once protected activity is shown to have been a contributing factor, HP must prove by clear and convincing evidence that it would have taken the same action for legitimate, independent reasons. (Lab. Code, §§ 98.6, subd. (b)(1), 1102.6; *Lawson v. PPG Architectural Finishes, Inc.* (2022) 12 Cal.5th 703.)

Claimant's personal injury. The adverse actions described above were taken against Claimant between September 30, 2026 and the date of this notice.

Other aggrieved employees. Claimant gives notice on behalf of any other employee subjected to the same conduct, including employees who, after recording a missed meal period, were directed to alter the entry or were otherwise discouraged from reporting missed meal periods.

Civil penalties. Labor Code section 98.6, subdivision (b)(3) (civil penalty of up to $10,000 per employee for each violation, to be awarded to the employee who suffered the violation); section 1102.5, subdivision (f)(1) (civil penalty of up to $10,000 per employee for each violation, to be awarded to the employee who was retaliated against); and section 2699, subdivision (f)(2), for section 232.5.

Violation 8 — Directing employees not to disclose their wages or working conditions. Labor Code sections 232, subdivision (a), and 232.5, subdivision (a).

Facts and theory. An employer may not require, as a condition of employment, that an employee refrain from disclosing the amount of his or her wages or information about the employer's working conditions. (Lab. Code, §§ 232, subd. (a), 232.5, subd. (a).) Although HP's handbook contains a "Wage Disclosure Protection" policy (p. 43), HP management directs employees not to discuss their pay or working conditions with one another, and it is management's directive, not the handbook, that employees must follow to keep their jobs. A directive from management that employees must follow to remain employed is a requirement imposed as a condition of employment, and this one suppresses the very discussion among coworkers about missed meal periods, unpaid time, and pay practices described in this notice.

Claimant's personal injury. HP management has directed Claimant and his coworkers not to discuss their pay or working conditions with one another.

Other aggrieved employees. The directive applies to all HP employees.

Civil penalties. Labor Code section 2699, subdivision (f)(2).

4. Civil Penalties, Fees, and Injunctive Relief Sought

Claimant seeks all civil penalties identified above for each violation and each pay period within the limitations period, together with reasonable attorneys' fees and costs, including the filing fee, under Labor Code section 2699, subdivision (k)(1), and injunctive relief requiring HP to provide compliant meal and rest periods, to record and pay for all hours worked, to pay premium wages, to compute the regular rate lawfully, to furnish accurate wage statements, to stop directing employees not to discuss their pay or working conditions, and to cease retaliating against employees who report missed meal periods or unpaid wages. The 15 percent limitation in section 2699, subdivision (g), does not apply. A compliant paragraph in a handbook is not "all reasonable steps" where, as here, the employer's operating manuals schedule breaks on a different and noncompliant timetable; its timekeeping system was configured to insert meal periods automatically, contrary to the handbook's own clock-out requirement; its written travel-pay policy excludes compensable travel time; its managers were not trained to follow the handbook and were not corrected when they directed employees to record meal periods not taken; and the payroll and timesheet audits its Safety Management Manual promises (SMM, p. 80) either were not conducted or did not detect an automatic meal deduction in place since at least 2022. Nor do the limitations in subdivisions (g) and (h) apply to penalties recovered under subdivision (f)(2)(B).

5. Procedure Under Labor Code Section 2699.3

Violations of the provisions listed in Labor Code section 2699.5 (including sections 98.6, 1102.5, 204, 232.5, subdivision (c), 1174, subdivision (d), and 1198) are subject to section 2699.3, subdivision (a); the remaining violations (including sections 226, 226.7, 510, 512, 515, 1194, and 1197, and subdivision (a) of sections 232 and 232.5) are subject to section 2699.3, subdivision (c).

HP is in direct violation of the California wage and hour laws identified above. We provide notice under the Labor Code Private Attorneys General Act of 2004, Labor Code section 2698 et seq., and specifically ask for an investigation or, if the agency does not intend to investigate the alleged violations, a letter confirming the same so that we may file a complaint against HP for the violations discussed in this letter.

By law, an employee alleging a violation of the Labor Code provisions identified above must give written notice to the employer and to the Labor and Workforce Development Agency (LWDA) before invoking the provisions of section 2699 in court. (Lab. Code, § 2699.3, subds. (a)(1)(A), (c)(1)(A).) The LWDA then has 60 calendar days from the postmark date of this notice to notify HP and Claimant by certified mail that it does not intend to investigate; if the LWDA gives that notice, or gives no notice within 65 calendar days of the postmark

date, Claimant may file a civil action under section 2699. (Lab. Code, § 2699.3, subds. (a)(2)(A), (c)(1)(D).) If the LWDA instead notifies the parties within 65 calendar days that it intends to investigate, it has 120 calendar days thereafter to investigate and issue a citation, after which Claimant may file suit if no citation issues. (Lab. Code, § 2699.3, subds. (a)(2)(B), (c)(1)(E).) It is the intention of this office to file a civil complaint and to bring the appropriate claims under Labor Code section 2699 at the conclusion of these periods.

If HP contends that it employed fewer than 100 employees in total during the period covered by this notice and elects to submit a confidential proposal to cure under section 2699.3, subdivision (c)(2), Claimant requests that HP's submission state its total number of employees during that period, and that the LWDA afford Claimant the conference, hearing, and appeal rights that subdivision provides.

6. Reservation of Rights

Claimant reserves the right to amend this notice and to pursue, separately or concurrently, every other remedy available to him and to other employees under state or federal law for the conduct described above, including individual claims for unpaid wages, premium pay, statutory penalties, damages for retaliation, and restitution and injunctive relief under Business and Professions Code section 17200 et seq., for which no notice under section 2699.3 is required. (Lab. Code, § 2699, subd. (k)(1).)

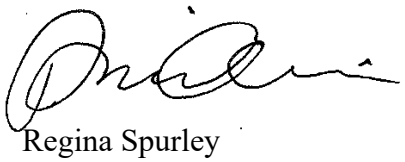
7. Certification

The undersigned certifies that, after reasonable inquiry, the claims in this notice are not presented for an improper purpose; that they are warranted by existing law or by a nonfrivolous argument for the extension, modification, or reversal of existing law; and that the factual allegations have evidentiary support or, where specifically so identified, are likely to have evidentiary support after a reasonable opportunity for further investigation or discovery.

Please direct all communications concerning this notice to the undersigned.

Truly yours,

LAW OFFICES OF
REGINA SPURLEY



Regina Spurley

cc: Robert Rodriguez (via email)