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9 **UNITED STATES DISTRICT COURT**  
10 **CENTRAL DISTRICT OF CALIFORNIA**

11 ROGELIO CASTRO, individually,  
12 and on behalf of other members of  
13 the general public similarly situated,

14 Plaintiff,

15 vs.

16 PPG INDUSTRIES, INC., a  
Pennsylvania corporation;  
17 SIERRACIN/SYLMAR  
CORPORATION, a California  
18 corporation; SIERRACIN  
CORPORATION, a Delaware  
19 corporation; and DOES 1 through 10,  
inclusive,

20 Defendants.  
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Case No.: 2:20-cv-02110 PA (MRWx)

**FIRST AMENDED CLASS ACTION  
COMPLAINT & ENFORCEMENT  
ACTION UNDER THE PRIVATE  
ATTORNEYS GENERAL ACT,  
CALIFORNIA LABOR CODE  
§§ 2698, ET SEQ.**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (Unpaid Minimum Wages);
- (3) Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 (Failure to Provide Meal Periods);
- (4) Violation of California Labor Code §§ 226.7, 516, and 1198 (Failure to Authorize and Permit Rest Periods);
- (5) Violation of California Labor Code §§ 226(a), 1174(d), and 1198 (Non-Compliant Wage Statements and Failure to Maintain Payroll Records);
- (6) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination);
- (7) Violation of California Labor Code § 204 (Failure to Timely Pay Wages During Employment);
- (8) Violation of California Labor Code § 2802 (Unreimbursed Business Expenses);

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- (9) Civil Penalties for Violations of California Labor Code, Pursuant to PAGA, §§ 2698, *et seq.*;
- (10) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unlawful Business Practices); and
- (11) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unfair Business Practices)

**Jury Trial Demanded**

1 Plaintiff Rogelio Castro, individually and on behalf of all other members  
2 of the public similarly situated, and as an aggrieved employee and on behalf of  
3 all other aggrieved employees, alleges as follows:

#### 4 JURISDICTION AND VENUE

5 1. This class action is brought pursuant to Rule 23 of the Federal Rules  
6 of Civil Procedure to recover wages and all other available relief on behalf of  
7 Plaintiff and all similarly situated current and former non-exempt, hourly paid  
8 employees of Defendants, and a non-class representative enforcement action  
9 brought pursuant to the Labor Code Private Attorneys General Act of 2004,  
10 California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil penalties  
11 and any other available relief on behalf of Plaintiff, the State of California, and  
12 other current and former employees who worked for Defendants in California as  
13 non-exempt, hourly paid employees and received at least one wage statement and  
14 against whom one or more violations of any provision in Division 2 Part 2  
15 Chapter 1 of the Labor Code or any provision regulating hours and days of work  
16 in the applicable Industrial Welfare Commission (“IWC”) Wage Order were  
17 committed, as set forth in this complaint.

18 2. This Court has original jurisdiction over this action pursuant to 28  
19 U.S.C. § 1332(d) and based on 28 U.S.C. §§ 1441, 1446.

20 3. Venue is proper in this Court because this case was originally filed in  
21 the Superior Court of California for the County of Los Angeles. Venue properly  
22 lies in the United States District Court for the Central District of California  
23 pursuant to 28 U.S.C. §§ 84(a), 1391(b) and 1441(a).

24 4. The PAGA statute authorizes aggrieved employees to sue directly as  
25 the proxy of the State of California for civil penalties for violations of various  
26 provisions in the California Labor Code.

#### 27 THE PARTIES

28 5. Plaintiff Rogelio Castro is a resident of Lancaster, in Los Angeles

1 County, California. Defendants employed Plaintiff as an hourly paid, non-  
2 exempt Production Operator and Metallic Coatings Technician from  
3 approximately July 2011 to March 2019. Plaintiff worked for Defendants at  
4 their location in Sylmar, California. During his employment, Plaintiff typically  
5 worked eight (8) to ten (10) hours or more per day, and five (5) to six (6) days  
6 per week. Plaintiff's primary job duties included, without limitation, running  
7 maintenance on equipment, cleaning glass to eliminate marks and smudges,  
8 coating glass and checking light transfer qualities, maintaining work area  
9 organization and sanitation, and preparing documentation for FAA filings.

10 6. PPG INDUSTRIES, INC. was and is, upon information and belief, a  
11 Pennsylvania corporation, and at all times hereinafter mentioned, an employer  
12 whose employees are engaged throughout this county, the State of California, or  
13 the various states of the United States of America.

14 7. SIERRACIN/SYLMAR CORPORATION was and is, upon  
15 information and belief, a California corporation, and at all times hereinafter  
16 mentioned, an employer whose employees are engaged throughout this county,  
17 the State of California, or the various states of the United States of America.

18 8. SIERRACIN CORPORATION was and is, upon information and  
19 belief, a Delaware corporation, and at all times hereinafter mentioned, an  
20 employer whose employees are engaged throughout this county, the State of  
21 California, or the various states of the United States of America.

22 9. Plaintiff is unaware of the true names or capacities of the  
23 Defendants sued herein under the fictitious names DOES 1 through 10, but will  
24 seek leave of this Court to amend the complaint and serve such fictitiously  
25 named Defendants once their names and capacities become known.

26 10. Plaintiff is informed and believes, and thereon alleges, that DOES 1  
27 through 10 were the partners, agents, owners, or managers of PPG  
28 INDUSTRIES, INC.; SIERRACIN/SYLMAR CORPORATION; and

1 SIERRACIN CORPORATION at all relevant times.

2 11. Plaintiff is informed and believes, and thereon alleges, that each and  
3 all of the acts and omissions alleged herein was performed by, or is attributable  
4 to, PPG INDUSTRIES, INC.; SIERRACIN/SYLMAR CORPORATION;  
5 SIERRACIN CORPORATION; and/or DOES 1 through 10 (collectively,  
6 “Defendants” or “PPG”), each acting as the agent, employee, alter ego, and/or  
7 joint venturer of, or working in concert with, each of the other co-Defendants  
8 and was acting within the course and scope of such agency, employment, joint  
9 venture, or concerted activity with legal authority to act on the others’ behalf.  
10 The acts of any and all Defendants were in accordance with, and represent, the  
11 official policy of Defendants.

12 12. At all relevant times, Defendants, and each of them, ratified each  
13 and every act or omission complained of herein. At all relevant times,  
14 Defendants, and each of them, aided and abetted the acts and omissions of each  
15 and all the other Defendants in proximately causing the damages herein alleged.

16 13. Plaintiff is informed and believes, and thereon alleges, that each of  
17 said Defendants is in some manner intentionally, negligently, or otherwise  
18 responsible for the acts, omissions, occurrences, and transactions alleged herein.

19 14. Under California law, Defendants are jointly and severally liable as  
20 employers for the violations alleged herein because they have each exercised  
21 sufficient control over the wages, hours, working conditions, and employment  
22 status of Plaintiff and class members. Each Defendant had the power to hire and  
23 fire Plaintiff and class members, supervised and controlled their work schedule  
24 and/or conditions of employment, determined their rate of pay, and maintained  
25 their employment records. Defendants suffered or permitted Plaintiff and class  
26 members to work and/or “engaged” Plaintiff and class members so as to create a  
27 common-law employment relationship. As joint employers of Plaintiff and class  
28 members, Defendants are jointly and severally liable for the civil penalties

1 available to Plaintiff and class members under the law.

2 15. Plaintiff is informed and believes, and thereon alleges, that at all  
3 relevant times, Defendants, and each of them, have acted as joint employers with  
4 respect to Plaintiff and class members because Defendants have:

- 5 (a) jointly exercised meaningful control over the work performed  
6 by Plaintiff and class members;
- 7 (b) jointly exercised meaningful control over Plaintiff's and class  
8 members' wages, hours, and working conditions, including  
9 the quantity, quality standards, speed, scheduling, and  
10 operative details of the tasks performed by Plaintiff and class  
11 members;
- 12 (c) jointly required that Plaintiff and class members perform  
13 work which is an integral part of Defendants' businesses; and
- 14 (d) jointly exercised control over Plaintiff and class members as a  
15 matter of economic reality in that Plaintiff and class members  
16 were dependent on Defendants, who shared the power to set  
17 the wages of Plaintiff and class members and determined their  
18 working conditions, and who jointly reaped the benefits from  
19 the underpayment of their wages and noncompliance with  
20 other statutory provisions governing their employment.

21 16. Plaintiff is informed and believes, and thereon alleges, that at all  
22 relevant times there has existed a unity of interest and ownership between  
23 Defendants such that any individuality and separateness between the entities has  
24 ceased.

25 17. PPG INDUSTRIES, INC.; SIERRACIN/SYLMAR  
26 CORPORATION; SIERRACIN CORPORATION; and DOES 1 through 10 are  
27 therefore alter egos of each other.

28 18. Adherence to the fiction of the separate existence of Defendants

1 would permit an abuse of the corporate privilege, and would promote injustice  
2 by protecting Defendants from liability for the wrongful acts committed by them  
3 under the name PPG.

4 19. Plaintiff further allege, upon information and belief, that Defendants  
5 PPG INDUSTRIES, INC.; SIERRACIN/SYLMAR CORPORATION; and  
6 SIERRACIN CORPORATION are alter egos of each other for the following  
7 reasons:

8 (a) According to PPG INDUSTRIES, INC.'s most recent SEC  
9 10-K filing, SIERRACIN/SYLMAR CORPORATION and  
10 SIERRACIN CORPORATION are wholly-owned  
11 subsidiaries of PPG INDUSTRIES, INC.;<sup>1</sup>

12 (b) On the California Secretary of State's website  
13 (<https://businesssearch.sos.ca.gov/>), SIERRACIN/SYLMAR  
14 CORPORATION and SIERRACIN CORPORATION share  
15 the same entity address, "12780 San Fernando Road, Sylmar,  
16 CA 91342," and PPG INDUSTRIES, INC. and SIERRACIN  
17 CORPORATION share the same mailing address, "One PPG  
18 Pl, Pittsburgh PA 15272;"

19 (c) According to their most recent "Statement of Information"  
20 forms filed with the California Secretary of State, PPG  
21 INDUSTRIES, INC.; SIERRACIN/SYLMAR  
22 CORPORATION; and SIERRACIN CORPORATION share  
23 the same Chief Financial Officer, John A. Jankowski, while  
24 SIERRACIN/SYLMAR CORPORATION and SIERRACIN  
25 CORPORATION also share the same Chief Executive Officer  
26 and Secretary, Daniel G. Korte and Anne M. Foulkes,  
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28 <sup>1</sup> 10-K Annual Report 02/21/2019, PPG Industries, Inc., <https://investor.ppg.com/sec-filings> (last accessed Jan. 28, 2020).

1                   respectively;

2                   (d) On information and belief, PPG INDUSTRIES, INC.;  
 3                   SIERRACIN/SYLMAR CORPORATION; and SIERRACIN  
 4                   CORPORATION share the same agent for service of process,  
 5                   “CORPORATION SERVICE COMPANY;” and

6                   (e) On information and belief, PPG INDUSTRIES, INC.;  
 7                   SIERRACIN/SYLMAR CORPORATION; and SIERRACIN  
 8                   CORPORATION utilize the same standardized employment  
 9                   forms and issue the same employment policies.

### 10                   **GENERAL ALLEGATIONS**

11           20. Defendants are a major global supplier of coatings, and manufacture  
 12           and distribute specialty materials and glass products. Upon information and  
 13           belief, Defendants maintain a single, centralized Human Resources (“HR”)  
 14           department at their company headquarters in Pittsburgh, Pennsylvania, or  
 15           Sylmar, California, which is responsible for the recruiting and hiring of new  
 16           employees, and communicating and implementing Defendants’ company-wide  
 17           policies, including timekeeping policies and meal and rest period policies, to  
 18           employees throughout California.

19           21. In particular, Plaintiff and class members, on information and belief,  
 20           received the same standardized documents and/or written policies. Upon  
 21           information and belief, the usage of standardized documents and/or written  
 22           policies, including new-hire documents, indicate that Defendants dictated  
 23           policies at the corporate level and implemented them company-wide, regardless  
 24           of their employees’ assigned locations or positions. Upon information and  
 25           belief, Defendants set forth uniform policies and procedures in several  
 26           documents provided at an employee’s time of hire, including, but not limited to,  
 27           New Employee Orientation Checklist and Employee Handbook,

28           22. Upon information and belief, Defendants maintain a centralized

1 Payroll department at their company headquarters in Pittsburgh, Pennsylvania, or  
2 Sylmar, California, which processes payroll for all non-exempt, hourly paid  
3 employees working for Defendants at their various locations and jobsites in  
4 California, including Plaintiff and class members. Based upon information and  
5 belief, Defendants issue the same formatted wage statements to all non-exempt,  
6 hourly paid employees in California, irrespective of their work locations. Upon  
7 information and belief, Defendants process payroll for departing employees in  
8 the same manner throughout the State of California, regardless of the manner in  
9 which each employee's employment ends.

10 23. Defendants continue to employ non-exempt or hourly paid  
11 employees in California.

12 24. Plaintiff is informed and believes, and thereon alleges, that at all  
13 times herein mentioned, Defendants were advised by skilled lawyers and other  
14 professionals, employees and advisors knowledgeable about California labor and  
15 wage law, employment and personnel practices, and about the requirements of  
16 California law.

17 25. Plaintiff is informed and believes, and thereon alleges, that Plaintiff  
18 and class members were not paid for all hours worked because all hours worked  
19 were not recorded.

20 26. Plaintiff is informed and believes, and thereon alleges, that  
21 Defendants knew or should have known that Plaintiff and class members were  
22 entitled to receive certain wages for overtime compensation and that they were  
23 not receiving certain wages for overtime compensation.

24 27. Plaintiff is informed and believes, and thereon alleges, that  
25 Defendants knew or should have known that Plaintiff and class members were  
26 entitled to receive at least minimum wages for compensation and that they were  
27 not receiving at least minimum wages for work that was required to be done off-  
28 the-clock. In violation of the California Labor Code, Plaintiff and class members

1 were not paid at least minimum wages for work done off-the-clock.

2 28. Plaintiff is informed and believes, and thereon alleges, that  
3 Defendants knew or should have known that Plaintiff and class members were  
4 entitled to meal periods in accordance with the Labor Code or payment of one  
5 (1) additional hour of pay at their regular rates of pay when they were not  
6 provided with timely, uninterrupted, thirty (30) minute meal periods and that  
7 Plaintiff and class members were not provided with all meal periods or payment  
8 of one (1) additional hour of pay at their regular rates of pay when they did not  
9 receive a timely, uninterrupted, thirty (30) minute meal period.

10 29. Plaintiff is informed and believes, and thereon alleges, that  
11 Defendants knew or should have known that Plaintiff and class members were  
12 entitled to rest periods in accordance with the Labor Code and applicable IWC  
13 Wage Order or payment of one (1) additional hour of pay at their regular rates of  
14 pay when they were not authorized and permitted to take a compliant rest period.  
15 In violation of the California Labor Code, Plaintiff and class members were not  
16 authorized and permitted to take compliant rest periods, nor did Defendants  
17 provide Plaintiff and class members with payment of one (1) additional hour of  
18 pay at their regular rates of pay when they were not authorized and permitted to  
19 take a compliant rest period.

20 30. Plaintiff is informed and believes, and thereon alleges, that  
21 Defendants knew or should have known that Plaintiff and class members were  
22 entitled to receive complete and accurate wage statements in accordance with  
23 California law. In violation of the California Labor Code, Plaintiff and class  
24 members were not provided complete and accurate wage statements.

25 31. Plaintiff is informed and believes, and thereon alleges, that  
26 Defendants knew or should have known that they had a duty to maintain accurate  
27 and complete payroll records in accordance with the Labor Code and applicable  
28 IWC Wage Order, but willfully, knowingly, and intentionally failed to do so.

1           32. Plaintiff is informed and believes, and thereon alleges, that  
2 Defendants knew or should have known that Plaintiff and class members were  
3 entitled to timely payment of all wages earned upon termination of employment.  
4 In violation of the California Labor Code, Plaintiff and class members did not  
5 receive payment of all wages due, including, but not limited to, overtime wages,  
6 minimum wages, and/or meal and rest period premiums, within permissible time  
7 periods.

8           33. Plaintiff is informed and believes, and thereon alleges, that  
9 Defendants knew or should have known that Plaintiff and class members were  
10 entitled to timely payment of wages during their employment. In violation of the  
11 California Labor Code, Plaintiff and class members did not receive payment of  
12 all wages, including, but not limited to, overtime wages, minimum wages, and/or  
13 meal and rest period premiums, within permissible time periods.

14           34. Plaintiff is informed and believes, and thereon alleges, that  
15 Defendants knew or should have known that they had a duty to cover the costs  
16 and expenses of other non-party aggrieved employees incurred undergoing  
17 mandatory physical examinations and/or drug testing, but willfully, knowingly,  
18 and intentionally failed to do so.

19           35. Plaintiff is informed and believes, and thereon alleges, that  
20 Defendants knew or should have known that Plaintiff and class members were  
21 entitled to receive full reimbursement for all business-related expenses and costs  
22 they incurred during the course and scope of their employment and that they did  
23 not receive full reimbursement of applicable business-related expenses and costs  
24 incurred.

25           36. Plaintiff is informed and believes, and thereon alleges, that at all  
26 times herein mentioned, Defendants knew or should have known that they had a  
27 duty to provide Plaintiff and class members with personal protective equipment  
28 to protect their life, safety, and health in the workplace, but willfully, knowingly,

1 and intentionally failed to do so.

2 37. Plaintiff is informed and believes, and thereon alleges, that at all  
3 times herein mentioned, Defendants knew or should have known that they had a  
4 duty to compensate Plaintiff and class members for all hours worked, and that  
5 Defendants had the financial ability to pay such compensation, but willfully,  
6 knowingly, and intentionally failed to do so, and falsely represented to Plaintiff  
7 and class members that they were properly denied wages, all in order to increase  
8 Defendants' profits.

9 **PAGA REPRESENTATIVE ALLEGATIONS**

10 38. At all times herein set forth, PAGA provides that any provision of  
11 law under the Labor Code and applicable IWC Wage Order that provides for a  
12 civil penalty to be assessed and collected by the LWDA for violations of the  
13 California Labor Code and applicable IWC Wage Order may, as an alternative,  
14 be recovered by aggrieved employees in a civil action brought on behalf of  
15 themselves and other current or former employees pursuant to procedures  
16 outlined in California Labor Code section 2699.3.

17 39. PAGA defines an "aggrieved employee" in Labor Code section  
18 2699(c) as "any person who was employed by the alleged violator and against  
19 whom one or more of the alleged violations was committed."

20 40. Plaintiff and other current and former employees of Defendants are  
21 "aggrieved employees" as defined by Labor Code section 2699(c) in that they are  
22 all Defendants' current or former employees and one or more of the alleged  
23 violations were committed against them.

24 41. Pursuant to California Labor Code sections 2699.3 and 2699.5, an  
25 aggrieved employee, including Plaintiff, may pursue a civil action arising under  
26 PAGA after the following requirements have been met:

- 27 (a) The aggrieved employee or representative shall give written  
28 notice by online filing with the LWDA and by certified mail

1 to the employer of the specific provisions of the California  
 2 Labor Code alleged to have been violated, including the facts  
 3 and theories to support the alleged violation.

4 (b) An aggrieved employee's notice filed with the LWDA  
 5 pursuant to 2699.3(a) and any employer response to that  
 6 notice shall be accompanied by a filing fee of seventy-five  
 7 dollars (\$75).

8 (c) The LWDA shall notify the employer and the aggrieved  
 9 employee or representative by certified mail that it does not  
 10 intend to investigate the alleged violation ("LWDA's Notice")  
 11 within sixty (60) calendar days of the postmark date of the  
 12 aggrieved employee's notice. Upon receipt of the LWDA  
 13 Notice, or if no LWDA Notice is provided within sixty-five  
 14 (65) calendar days of the postmark date of the aggrieved  
 15 employee's notice, the aggrieved employee may commence a  
 16 civil action pursuant to California Labor Code section 2699 to  
 17 recover civil penalties.

18 42. Pursuant to California Labor Code sections 2699.3(c), aggrieved  
 19 employees, through Plaintiff, may pursue a civil action arising under PAGA for  
 20 violations of any provision other than those listed in Section 2699.5 after the  
 21 following requirements have been met:

22 (a) The aggrieved employee or representative shall give written  
 23 notice by online filing with the LWDA and by certified mail  
 24 to the employer of the specific provisions of the California  
 25 Labor Code alleged to have been violated (other than those  
 26 listed in Section 2699.5), including the facts and theories to  
 27 support the alleged violation.

28 (b) An aggrieved employee's notice filed with the LWDA

1                   pursuant to 2699.3(c) and any employer response to that  
2                   notice shall be accompanied by a filing fee of seventy-five  
3                   dollars (\$75).

4                   (c) The employer may cure the alleged violation within thirty-  
5                   three (33) calendar days of the postmark date of the notice  
6                   sent by the aggrieved employee or representative. The  
7                   employer shall give written notice within that period of time  
8                   by certified mail to the aggrieved employee or representative  
9                   and by online filing with the LWDA if the alleged violation is  
10                  cured, including a description of actions taken, and no civil  
11                  action pursuant to Section 2699 may commence. If the  
12                  alleged violation is not cured within the 33-day period, the  
13                  aggrieved employee may commence a civil action pursuant to  
14                  Section 2699.

15               43. On February 12, 2020, Plaintiff provided written notice by online  
16               filing to the LWDA and by Certified Mail to Defendants of the specific  
17               provisions of the California Labor Code alleged to have been violated, including  
18               facts and theories to support the alleged violations, in accordance with California  
19               Labor Code section 2699.3. Plaintiff's written notice was accompanied with the  
20               applicable filing fee of seventy-five dollars (\$75). The LWDA PAGA  
21               Administrator confirmed receipt of Plaintiff's written notice and assigned  
22               Plaintiff PAGA Case Number LWDA-CM-772493-20. A true and correct copy  
23               of Plaintiff's written notice to the LWDA and Defendants is attached hereto as  
24               "Exhibit 1."

25               44. As of the filing date of this complaint, over 65 days have passed  
26               since Plaintiff sent the notice described above to the LWDA, and the LWDA has  
27               not responded that it intends to investigate Plaintiff's claims and Defendants  
28               have not cured the violations.

1           45. Thus, Plaintiff has satisfied the administrative prerequisites under  
 2 California Labor Code section 2699.3(a) and 2699.3(c) to recover civil penalties  
 3 against Defendants for violations of California Labor Code sections 201, 202,  
 4 203, 204, 222.5, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197,  
 5 1197.1, 1198, 2802, 6401, and 6403.

6           46. Labor Code section 558(a) provides “[a]ny employer or other person  
 7 acting on behalf of an employer who violates, or causes to be violated, a section  
 8 of this chapter or any provision regulating hours and days of work in any order  
 9 of the Industrial Welfare Commission shall be subject to a civil penalty as  
 10 follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid  
 11 employee for each pay period for which the employee was underpaid . . . . (2)  
 12 For each subsequent violation, one hundred dollars (\$100) for each underpaid  
 13 employee for each pay period for which the employee was underpaid . . . .”  
 14 Labor Code section 558(c) provides “[t]he civil penalties provided for in this  
 15 section are in addition to any other civil or criminal penalty provided by law.”

16           47. Defendants, at all times relevant to this complaint, were employers  
 17 or persons acting on behalf of an employer(s) who violated Plaintiff’s and other  
 18 aggrieved employees’ rights by violating various sections of the California Labor  
 19 Code as set forth above.

20           48. As set forth below, Defendants have violated numerous provisions  
 21 of both the Labor Code sections regulating hours and days of work as well as the  
 22 applicable IWC Wage Order.

23           49. Pursuant to PAGA, and in particular, California Labor Code  
 24 sections 2699(a), 2699.3(a), 2699.3(c), and 2699.5, Plaintiff, acting in the public  
 25 interest as a private attorney general, seeks assessment and collection of civil  
 26 penalties for himself, all other aggrieved employees, and the State of California  
 27 against Defendants for violations of California Labor Code sections 201, 202,  
 28 203, 204, 222.5, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197,

1197.1, 1198, 2802, 6401, and 6403.

## **CLASS ACTION ALLEGATIONS**

50. Plaintiff brings this action on his own behalf, as well as on behalf of each and all other persons similarly situated, and thus seeks class certification under California Code of Civil Procedure section 382.

51. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law.

52. Plaintiff's proposed class consists of and is defined as follows:

All persons who worked for Defendants as non-exempt, hourly paid employees in California, within four years prior to the filing of the initial complaint until the date of trial ("Class").

53. Plaintiff's proposed subclass consists of and is defined as follows:

All persons who worked for Defendants as non-exempt, hourly paid employees in California and who received at least one wage statement within one (1) year prior to the filing of the initial complaint until the date of trial ("Subclass").

54. Members of the Class and Subclass are referred to herein as "class members."

55. Plaintiff reserves the right to redefine the Class and Subclass and to add additional subclasses as appropriate based on further investigation, discovery, and specific theories of liability.

56. There are common questions of law and fact as to class members that predominate over questions affecting only individual members, including, but not limited to:

(a) Whether Defendants required Plaintiff and class members to work over eight (8) hours per day, over twelve (12) hours per day, or over forty (40) hours per week and failed to pay all legally required overtime compensation to Plaintiff and class members;

- (b) Whether Defendants failed to pay Plaintiff and class members at least minimum wages for all hours worked;
- (c) Whether Defendants failed to provide Plaintiff and class members with meal periods;
- (d) Whether Defendants failed to authorize and permit Plaintiff and class members to take rest periods;
- (e) Whether Defendants provided Plaintiff and class members with complete and accurate wage statements as required by California Labor Code section 226(a);
- (f) Whether Defendants maintained accurate payroll records as required by California Labor Code section 1174(d);
- (g) Whether Defendants failed to pay earned overtime wages, minimum wages, and meal and rest period premiums due to Plaintiff and class members upon their discharge;
- (h) Whether Defendants failed timely to pay overtime wages, minimum wages, and meal and rest period premiums to Plaintiff and class members during their employment;
- (i) Whether Defendants failed to reimburse Plaintiff and class members for necessary and required business-related expenditures and/or losses incurred by them in the scope of their employment;
- (j) Whether Defendants failed to provide Plaintiff and class members with personal protective equipment;
- (k) Whether Defendants engaged in unlawful and unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*; and
- (l) The appropriate amount of damages, restitution, or monetary penalties resulting from Defendants' violations of California

1 law.

2 57. There is a well-defined community of interest in the litigation and  
3 the class members are readily ascertainable:

4 (a) Numerosity: The class members are so numerous that joinder  
5 of all members would be unfeasible and impractical. The  
6 membership of the entire class is unknown to Plaintiff at this  
7 time; however, the class is estimated to be greater than one  
8 hundred (100) individuals and the identity of such  
9 membership is readily ascertainable by inspection of  
10 Defendants' employment records.

11 (b) Typicality: Plaintiff is qualified to, and will, fairly and  
12 adequately protect the interests of each class member with  
13 whom he has a well-defined community of interest, and  
14 Plaintiff's claims (or defenses, if any) are typical of all class  
15 members as demonstrated herein.

16 (c) Adequacy: Plaintiff is qualified to, and will, fairly and  
17 adequately protect the interests of each class member with  
18 whom he has a well-defined community of interest and  
19 typicality of claims, as demonstrated herein. Plaintiff  
20 acknowledges that he has an obligation to make known to the  
21 Court any relationship, conflicts or differences with any class  
22 member. Plaintiff's attorneys, the proposed class counsel, are  
23 versed in the rules governing class action discovery,  
24 certification, and settlement. Plaintiff has incurred, and  
25 throughout the duration of this action, will continue to incur  
26 costs and attorneys' fees that have been, are, and will be  
27 necessarily expended for the prosecution of this action for the  
28 substantial benefit of each class member.

(d) Superiority: The nature of this action makes the use of class action adjudication superior to other methods. A class action will achieve economies of time, effort, and expense as compared with separate lawsuits, and will avoid inconsistent outcomes because the same issues can be adjudicated in the same manner and at the same time for the entire class.

(e) Public Policy Considerations: Employers in the State of California violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide the class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights while simultaneously protecting their privacy.

### **FIRST CAUSE OF ACTION**

#### **Violation of California Labor Code §§ 510 and 1198—Unpaid Overtime (Against all Defendants)**

58. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

59. Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.”

60. California Labor Code section 1198 and the applicable IWC Wage

1 Order provide that it is unlawful to employ persons without compensating them  
2 at a rate of pay either time-and-one-half or two-times that person's regular rate of  
3 pay, depending on the number of hours worked by the person on a daily or  
4 weekly basis.

5 61. Specifically, the applicable IWC Wage Order provides that  
6 Defendants are and were required to pay Plaintiff and class members working  
7 more than eight (8) hours in a day or more than forty (40) hours in a workweek,  
8 at the rate of time and one-half (1½) for all hours worked in excess of eight (8)  
9 hours in a day or more than forty (40) hours in a workweek.

10 62. The applicable IWC Wage Order further provides that Defendants  
11 are and were required to pay Plaintiff and class members working more than  
12 twelve (12) hours in a day, overtime compensation at a rate of two (2) times their  
13 regular rate of pay. An employee's regular rate of pay includes all remuneration  
14 for employment paid to, or on behalf of, the employee, including  
15 nondiscretionary bonuses and incentive pay.

16 63. California Labor Code section 510 codifies the right to overtime  
17 compensation at one and one-half (1½) times the regular rate of pay for hours  
18 worked in excess of eight (8) hours in a day or forty (40) hours in a week or for  
19 the first eight (8) hours worked on the seventh (7th) day of work, and to overtime  
20 compensation at twice the employee's regular rate of pay for hours worked in  
21 excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on  
22 the seventh (7th) day of work.

23 64. During the relevant time period, Defendants willfully failed to pay  
24 all overtime wages owed to Plaintiff and class members. During the relevant  
25 time period, Plaintiff and class members were not paid overtime premiums for all  
26 of the hours they worked in excess of eight (8) hours in a day, in excess of  
27 twelve (12) hours in a day, and/or in excess of forty (40) hours in a week,  
28 because all hours worked were not recorded.

1           65. First, Defendants had a company-wide practice and/or policy of  
2 requiring Plaintiff and class members to perform work-related tasks while off-  
3 the-clock, such as responding to calls from Defendants' management. Plaintiff  
4 and class members were required to use their personal cellular phones to  
5 complete their work-related tasks, such as discussing completed tasks and  
6 upcoming assignments with Defendants' managers at all times, including before  
7 and after shifts. For example, Plaintiff would spend about five (5) minutes each  
8 time communicating with his supervisor off-the-clock via telephone or text  
9 message.

10           66. Second, during the relevant period, Defendants had, and continue to  
11 have, a company-wide policy and/or practice of understaffing their worksites  
12 while assigning heavy workloads, resulting in a failure to provide Plaintiff and  
13 class members with adequate meal period coverage. As a result of this lack of  
14 meal period coverage, Plaintiff and class members were not always afforded  
15 uninterrupted 30-minute meal periods during shifts when they were entitled to  
16 receive a meal period. For example, Plaintiff and class members were required  
17 to perform their duties, such as responding to machine failures during unpaid  
18 meal periods, or would have their meal periods interrupted to complete such  
19 work-related tasks. Defendants' supervisors also interrupted Plaintiff's and class  
20 members' meal periods and used that time to discuss work-related matters.  
21 Thus, Plaintiff and class members missed or had meal periods interrupted in  
22 order to complete their assigned workloads. Defendants did not pay Plaintiff and  
23 class members for the time they continued to perform tasks during meal periods.

24           67. Defendants knew or should have known that as a result of these  
25 company-wide practices and/or policies, Plaintiff and class members were  
26 performing assigned duties during their meal periods and performing work off-  
27 the-clock before or after their shifts, and were suffered or permitted to perform  
28 work for which they were not paid. Because Plaintiff and class members worked

1 shifts of eight (8) hours a day or more or forty (40) hours a week or more, some  
2 of this off-the-clock work qualified for overtime premium pay. Therefore,  
3 Plaintiff and class members were not paid overtime wages for all of the overtime  
4 hours they actually worked.

5 68. Furthermore, Defendants did not pay Plaintiff and class members  
6 the correct overtime rate for the recorded overtime hours that they generated. In  
7 addition to an hourly wage, Defendants paid Plaintiff and class members  
8 incentive pay and/or nondiscretionary bonuses. However, in violation of the  
9 California Labor Code, Defendants failed to incorporate all remunerations,  
10 including incentive pay and/or nondiscretionary bonuses, into the calculation of  
11 the regular rate of pay for purposes of calculating the overtime wage rate.  
12 Therefore, during times when Plaintiff and class members worked overtime and  
13 received incentive pay and/or nondiscretionary bonuses, Defendants failed to pay  
14 all overtime wages by paying a lower overtime rate than required.

15 69. Defendants' failure to pay Plaintiff and class members the balance of  
16 overtime compensation as required by California law, violates the provisions of  
17 California Labor Code sections 510 and 1198. Pursuant to California Labor  
18 Code section 1194, Plaintiff and class members are entitled to recover their  
19 unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

## 20 **SECOND CAUSE OF ACTION**

### 21 **Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and** 22 **1198—Unpaid Minimum Wages** 23 **(Against all Defendants)**

24 70. Plaintiff incorporates by reference and re-alleges as if fully stated  
25 herein each and every allegation set forth above.

26 71. At all relevant times, California Labor Code sections 1182.12, 1194,  
27 1197, 1197.1, and 1198 provide that the minimum wage for employees fixed by  
28 the IWC is the minimum wage to be paid to employees, and the payment of a

wage less than the minimum so fixed is unlawful. Compensable work time is defined in Wage Order No. 1 as “the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.” Cal. Code. Regs. tit. 8, § 11010(2)(G) (defining “Hours Worked”).

72. As set forth above, Plaintiff and class members were required to perform work off-the-clock by responding to work-related calls and text messages from Defendants’ management, time for which they were not paid. As also stated above, due to Defendants’ policy and/or practice of understaffing while assigning heavy workloads, Plaintiff and class members were forced to forego meal periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties during meal periods.

73. Defendants did not pay minimum wages for off-the-clock hours that Plaintiff and class members worked through that qualified for overtime premium payment. To the extent that these off-the-clock hours did not qualify for overtime premium payment, Defendants did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

74. Defendants’ failure to pay Plaintiff and class members minimum wages violates California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Pursuant to California Labor Code section 1194.2, Plaintiff and class members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

### **THIRD CAUSE OF ACTION**

#### **Violations of California Labor Code, §§ 226.7, 512(a), 516, and 1198—Meal Period Violations (Against all Defendants)**

75. Plaintiff incorporates by reference and re-alleges as if fully stated

1 herein each and every allegation set forth above.

2 76. At all relevant times herein set forth, California Labor Code section  
3 512(a) provides that an employer may not require, cause, or permit an employee  
4 to work for a period of more than five (5) hours per day without providing the  
5 employee with a meal period of not less than thirty (30) minutes, except that if  
6 the total work period per day of the employee is not more than six (6) hours, the  
7 meal period may be waived by mutual consent of both the employer and the  
8 employee. Under California law, first meal periods must start after no more than  
9 five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042  
10 (Cal. 2012).

11 77. At all relevant times herein set forth, California Labor Code sections  
12 226.7, 512(a), 516, and 1198 provide that no employer shall require an employee  
13 to work during any meal period mandated by an applicable order of the IWC.

14 78. At all relevant times herein set forth, Labor Code sections 226.7 and  
15 512(a) and the applicable IWC Wage Order also require employers to provide a  
16 second meal period of not less than thirty (30) minutes if an employee works  
17 over ten (10) hours per day or to pay an employee one (1) additional hour of pay  
18 at the employee's regular rate, except that if the total hours worked is no more  
19 than twelve (12) hours, the second meal period may be waived by mutual  
20 consent of the employer and the employee only if the first meal period was not  
21 waived.

22 79. First, during the relevant time period, as stated, Defendants had, and  
23 continue to have, a company-wide policy and/or practice of understaffing while  
24 assigning heavy workloads. As a result, Plaintiff and class members would be  
25 forced to work in excess of five (5) hours before taking a meal period and, at  
26 times, had their meal periods interrupted and/or had to forgo their meal periods  
27 altogether. For example, during his employment, Plaintiff would have his meal  
28 periods interrupted by his supervisors at least twice per week to discuss work-

1 related matters, or to ask that he complete various assignments, including  
2 responding to machinery failures.

3 80. Second, Defendants had a company-wide practice of failing to  
4 adhere to a schedule of meal periods, which further caused Plaintiff and class  
5 members to not be relieved of their duties for compliant meal periods. For  
6 example, Plaintiff's time records show that he took several of his meal periods  
7 late, i.e. after the fifth hour of work, on February 13 (after 5.00 hours), February  
8 14 (after 5.00 hours), February 18 (after 5.00 hours), and March 6, 2019 (after  
9 5.00 hours). Furthermore, on information and belief, because Defendants  
10 frowned upon employees accruing meal period penalties, Defendants'  
11 management would adjust Plaintiff's and class members' time records and/or  
12 pressured employees to clock out for meal periods to reflect compliant meal  
13 periods, regardless of whether they had received a compliant meal period or not,  
14 in order to strictly limit meal penalties that would need to be paid by Defendants.  
15 However, Plaintiff and class members worked through meal periods or had their  
16 meal periods interrupted, because there were not enough employees on duty to  
17 handle the heavy workload.

18 81. Third, during the relevant time period, Defendants did not schedule  
19 second meal periods and had no policy for permitting Plaintiff and class  
20 members to take second 30-minute meal periods on days that they worked in  
21 excess of ten (10) hours in one day. When Plaintiff asked his supervisor whether  
22 he could be given a second meal period, he was told that he could only be given  
23 a second meal period if he worked in excess of twelve (12) hours. As a result,  
24 Plaintiff and class members worked shifts in excess of ten (10) hours without  
25 receiving an uninterrupted second 30-minute meal period. For example, Plaintiff  
26 was not provided his second meal period when he worked shifts in excess of ten  
27 (10) hours on February 27, 2019; March 7, 2019; April 4, 2019; April 22, 2019;  
28 and April 24, 2019. Plaintiff and class members did not sign valid meal period

1 waivers on days that they were entitled to meal periods and were not relieved of  
2 all duties.

3 82. At all times herein mentioned, Defendants knew or should have  
4 known that, as a result of these policies, Plaintiff and class members were  
5 prevented from being relieved of all duties and required to perform some of their  
6 assigned duties during meal periods. Defendants further knew or should have  
7 known that Defendants did not pay Plaintiff and class members meal period  
8 premium wages when meal periods were late, interrupted, shortened, or missed.

9 83. Moreover, Defendants engaged in a company-wide practice and/or  
10 policy of not paying all meal period premiums owed when compliant meal  
11 periods are not provided. Alternatively, to the extent that Defendants did pay  
12 meal period premium wages to Plaintiff and class members, it did so at the  
13 incorrect rates. Since Defendants did not properly calculate Plaintiff's and class  
14 members' regular rates of pay by including all remunerations, such as incentive  
15 pay and/or non-discretionary bonuses, any premiums paid for meal period  
16 violations were also paid at an incorrect rate and resulted in an underpayment of  
17 meal period premium wages. Because of Defendants' practices and/or policies,  
18 Plaintiff and class members have not received premium pay for all missed, late,  
19 and interrupted meal periods. As a result, Defendants failed to provide Plaintiff  
20 and class members compliant meal periods in violation of California Labor Code  
21 sections 226.7, 512, and 516 and failed to pay the full meal period premiums  
22 due.

23 84. Defendants' conduct violates the applicable IWC Wage Order, and  
24 California Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and class  
25 members are therefore entitled to recover from Defendants one (1) additional  
26 hour of pay at the employee's regular rate of compensation for each work day  
27 that the meal period was not provided.

28 **FOURTH CAUSE OF ACTION**

**Violation of California Labor Code §§ 226.7, 516, and 1198—Rest Period  
Violations  
(Against all Defendants)**

85. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

86. At all relevant times herein set forth, the applicable IWC Wage Order and California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff and class members' employment by Defendants.

87. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3½) hours.

88. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties — including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 269-270 (2016). Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiff and class members are entitled to recover from Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a required rest period was not authorized and permitted.

89. During the relevant time period, Defendants regularly failed to

1 authorize and permit Plaintiff and class members to take a ten (10) minute rest  
2 period per each four (4) hour period worked or major fraction thereof. As with  
3 meal periods, Defendants' company-wide practices, including understaffing and  
4 assigning heavy workloads, prevented Plaintiff and class members from being  
5 relieved of all duty to take their rest periods. Defendants also failed to adhere to  
6 a schedule of rest periods, which, coupled with Defendants' failure to provide  
7 adequate rest period coverage, further led to Plaintiff and class members not  
8 being authorized and permitted to take rest periods.

9 90. Furthermore, during the relevant time period, Defendants  
10 maintained a company-wide on-premises rest period policy, which mandated that  
11 Plaintiff and class members remain on Defendants' premises during their rest  
12 periods. Plaintiff, for example, was told verbally by multiple supervisors that he  
13 could not leave Defendants' premises during his rest breaks. Defendants'  
14 company-wide on-premises rest period policy prevented Plaintiff and class  
15 members from being relieved of all duties for rest periods and caused them to  
16 perform work during rest periods.

17 91. As a result of Defendants' practices and policies, Plaintiff and class  
18 members worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in  
19 excess of 10 hours without receiving all uninterrupted 10-minute rest periods to  
20 which they were entitled. For example, Plaintiff missed rest periods  
21 approximately 3-4 times per month or would have them interrupted by a  
22 supervisor once per week. In addition, Plaintiff was unable to take his first rest  
23 period until his fourth hour of work or later on average of 1-2 times per month.  
24 Finally, throughout his employment, Plaintiff did not receive a third rest period  
25 when working in excess of ten (10) hours.

26 92. Defendants have also engaged in a systematic, company-wide  
27 practice and/or policy of not paying rest period premiums owed when rest  
28 periods are not authorized and permitted. Alternatively, to the extent that

Defendants did pay rest period premium wages to Plaintiff and class members, it did so at the incorrect rates. Because Defendants did not properly calculate Plaintiff's and class members' regular rates of pay by including all remunerations, such as incentive pay and/or non-discretionary bonuses, any premiums paid for rest period violations were also paid at an incorrect rate and resulted in an underpayment of rest period premium wages. As a result, Defendants denied Plaintiff and class members rest periods and failed to pay them rest period premium wages due, in violation of Labor Code section 226.7 and the applicable IWC Wage Order.

93. Defendants' conduct violates the applicable IWC Wage Order and California Labor Code sections 226.7, 516, and 1198. Plaintiff and class members are therefore entitled to recover from Defendants one (1) additional hour of pay at the employee's regular rate of compensation for each work day that a compliant rest period was not authorized and permitted.

#### **FIFTH CAUSE OF ACTION**

#### **Violation of California Labor Code §§ 226(a), 1174(d), and 1198—Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records (Against all Defendants)**

94. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

95. At all relevant times herein set forth, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate and complete itemized wage statement in writing, including, but not limited to, the name and address of the legal entity that is the employer, the inclusive dates of the pay period, total hours worked, and all applicable rates of pay.

96. At all relevant times, Defendants have knowingly and intentionally

1 provided Plaintiff and Subclass members with uniform, incomplete, and  
2 inaccurate wage statements. For example, Defendants issued uniform wage  
3 statements to Plaintiff and Subclass members that fail to correctly list: gross  
4 wages earned; total hours worked; net wages earned; the correct name and  
5 address of the legal entity that is the employer; and all applicable hourly rates in  
6 effect during the pay period, including overtime rates of pay, and the  
7 corresponding number of hours worked at each hourly rate. Specifically,  
8 Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5), 226(a)(8), and  
9 226(a)(9).

10 97. Because Defendants did not record the time Plaintiff and Subclass  
11 members spent working off the clock, Defendants did not list the correct amount  
12 of gross wages and net wages earned by Plaintiff and Subclass members in  
13 compliance with section 226(a)(1) and 226(a)(5). For the same reason,  
14 Defendants failed to accurately list the total number of hours worked by Plaintiff  
15 and Subclass members in violation of section 226(a)(2), and failed to list the  
16 applicable hourly rates of pay in effect during the pay period and corresponding  
17 accurate number of work hours worked at each hourly rate in violation of section  
18 226(a)(9). Additionally, because Defendants did not calculate Plaintiffs and  
19 class members' regular rate of pay correctly for purposes of paying overtime and  
20 premium wages, Defendants did not list the correct amount of all wages earned  
21 by Plaintiff and class members in compliance with section 226(a)(1).

22 98. Separate from these violations, Defendants issued uniform wage  
23 statements to Plaintiff and Subclass members that failed to correctly list the  
24 name and address of the legal entity of the actual employer in violation of  
25 226(a)(8). The purpose of section 226(a)(8) is to provide California employees  
26 with transparency as to the true identity of their employer, to allow the employee  
27 to contact their employer during employment in the future for various reasons,  
28 including, filing an administrative claim, judicial claim, or other action to seek

1 relief against their employer, to obtain unemployment benefits, etc.

2 99. Defendants systematically, and on a company-wide basis, issued  
3 wage statements to Plaintiff and Subclass members that incorrectly list the  
4 employing entity's name and address. Plaintiff's and/or Subclass members'  
5 wage statements incorrectly list the employer as "SIERRACIN SYLMAR  
6 CORPORATION," and list Defendants' address as "One PPG Place, Pittsburgh,  
7 PA 15272," but, according to the California Secretary of State's website, a  
8 similarly-named entity "SIERRACIN/SYLMAR CORPORATION" is listed at a  
9 completely different address: "12780 San Fernando Road, Sylmar, CA 91342."

10 100. The wage statement deficiencies also include, without limitation,  
11 failing to list the number of piece-rate units earned and any applicable piece rate  
12 if the employee is paid on a piece-rate basis; failing to list all deductions; failing  
13 to list the name of the employee and only the last four digits of his or her social  
14 security number or an employee identification number other than a social  
15 security number; failing to list the inclusive dates of the period for which class  
16 members were paid; and/or failing to state all hours worked as a result of not  
17 recording or stating hours worked off-the-clock.

18 101. California Labor Code section 1198 provides that the maximum  
19 hours of work and the standard conditions of labor shall be those fixed by the  
20 Labor Commissioner and as set forth in the applicable IWC Wage Orders.  
21 Section 1198 further provides that "[t]he employment of any employees for  
22 longer hours than those fixed by the order or under conditions of labor prohibited  
23 by the order is unlawful." Pursuant to the applicable IWC Wage Order,  
24 employers are required to keep accurate time records showing when the  
25 employee begins and ends each work period and meal period. During the  
26 relevant time period, Defendants failed, on a company-wide basis, to keep  
27 accurate records of work period and meal period start and stop times for Plaintiff  
28 and Subclass members, in violation of section 1198. As stated, Defendants

engaged in a company-wide practice and/or policy of falsifying Plaintiff's and Subclass members' time records by recording that compliant meal periods were taken regardless of if or when meal periods were actually taken, and thereby failed to keep accurate records of meal period start and end times for Plaintiff and Subclass members. Furthermore, in light of Defendants' failure to provide Plaintiff and Subclass members with timely, compliant second 30-minute meal periods to which they were entitled, Defendants kept no records of meal start and end times for second meal periods.

102. California Labor Code section 1174(d) provides that "[e]very person employing labor in this state shall ... [k]eep a record showing the names and addresses of all employees employed and the ages of all minors" and "[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, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments . . . ." At all relevant times, and in violation of Labor Code section 1174(d), Defendants willfully failed to maintain accurate payroll records for Plaintiff and Subclass members showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

103. Plaintiff and Subclass members are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee.

## **SIXTH CAUSE OF ACTION**

### **Violation of California Labor Code §§ 201 and 202—Wages Not Timely Paid Upon Termination**

**(Against all Defendants)**

104. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

105. This cause of action is dependent upon, and wholly derivative of, the overtime wages, minimum wages, and/or meal and rest period premium wages that were not timely paid to Plaintiff and those class members no longer employed by Defendants upon their termination.

106. At all times relevant herein set forth, Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

107. Defendants willfully failed to pay Plaintiff and class members who are no longer employed by Defendants the earned and unpaid wages set forth above, including but not limited to, overtime wages, minimum wages, and/or meal and rest period premium wages, either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ.

108. Defendants' failure to pay Plaintiff and class members who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ, violates Labor Code sections 201 and 202. Plaintiff and class members are therefore entitled to recover from Defendants the statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

///

**SEVENTH CAUSE OF ACTION**

**Violation of California Labor Code § 204—Failure to Timely Pay Wages  
During Employment  
(Against all Defendants)**

109. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

110. This cause of action is dependent upon, and wholly derivative of, the overtime wages, minimum wages, and/or meal and rest period premium wages, that were not timely paid to Plaintiff and those class members.

111. At all times relevant herein set forth, Labor Code section 204 provides that all wages earned by any person in any employment between the first (1st) and the fifteenth (15th) days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of the month during which the labor was performed.

112. At all times relevant herein, Labor Code section 204 provides that all wages earned by any person in any employment between the sixteenth (16th) and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the first (1st) and the tenth (10th) day of the following month.

113. At all times relevant herein, Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

114. During the relevant time period, Defendants willfully failed to pay

1 Plaintiff and class members all wages due including, but not limited to, overtime  
2 wages, minimum wages, and meal and rest period premium wages, within the  
3 time periods specified by California Labor Code section 204.

4 115. Defendants' failure to pay Plaintiff and class members all wages due  
5 violates Labor Code section 204. Plaintiff and class members are therefore  
6 entitled to recover from Defendants the statutory penalty wages pursuant to  
7 California Labor Code section 210.

## 8 **EIGHTH CAUSE OF ACTION**

### 9 **Violation of California Labor Code § 2802—Unpaid Business-Related** 10 **Expenses**

#### 11 **(Against all Defendants)**

12 116. Plaintiff incorporates by reference and re-alleges as if fully stated  
13 herein each and every allegation set forth above.

14 117. At all times herein set forth, California Labor Code section 2802  
15 provides that an employer must reimburse employees for all necessary  
16 expenditures and losses incurred by the employee in the performance of his or  
17 her job. The purpose of Labor Code section 2802 is to prevent employers from  
18 passing off their cost of doing business and operating expenses on to their  
19 employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137,  
20 1144 (2014). The applicable wage order, IWC Wage Order 1-2001, provides  
21 that: "[w]hen tools or equipment are required by the employer or are necessary to  
22 the performance of a job, such tools and equipment shall be provided and  
23 maintained by the employer, except that an employee whose wages are at least  
24 two (2) times the minimum wage provided herein may be required to provide  
25 and maintain hand tools and equipment customarily required by the trade or  
26 craft."

27 118. During the relevant time period, Defendants had a company-wide  
28 policy of requiring Plaintiff and class members to utilize their own personal

1 cellular phones and cellular data to carry out their job duties, but Defendants  
2 failed to reimburse them for the costs of their work-related cellular phone  
3 expenses. Plaintiff and class members were required to use their personal  
4 cellular phones to complete their work-related tasks, such as discussing  
5 upcoming work assignments, and providing reports on what had been completed  
6 in the prior shifts with Defendants' managers. Plaintiff would spend five  
7 minutes per instance texting or speaking with his managers/supervisors to  
8 provide shift reports. In addition, Defendants' managers would text Plaintiff on  
9 his way to and from shifts to discuss upcoming assignments. Although  
10 Defendants required Plaintiff and class members to utilize their personal cellular  
11 phones to carry out their work-related responsibilities, Defendants failed to fully  
12 reimburse them for this cost.

13 119. Additionally, Defendants, on a company-wide basis, mandated that  
14 Plaintiff and class members purchase special safety shoes such as steel-toed  
15 boots, which they were required to wear while at work. Plaintiff and class  
16 members purchased steel-toed boots to wear inside Defendants' facilities, but  
17 were not reimbursed fully for these costs.

18 120. Defendants could have provided Plaintiff and class members with  
19 the actual tools for use on the job, such as company phones and steel-toed boots  
20 to be used for fulfilling work-related tasks, or Defendants could have reimbursed  
21 employees for the costs of their cellular phone and boot expenses. Instead,  
22 Defendants passed these operating costs off onto Plaintiff and class members.

23 121. Defendants' company-wide policy and/or practice of passing on  
24 their operating costs to Plaintiff and class members violates California Labor  
25 Code section 2802. Defendants have intentionally and willfully failed to  
26 reimburse Plaintiff and other class members for necessary business-related  
27 expenses and costs.

28 122. Plaintiff and class members are entitled to recover from Defendants

1 their business-related expenses incurred during the course and scope of their  
2 employment, plus interest.

### 3 **NINTH CAUSE OF ACTION**

#### 4 **For Civil Penalties Pursuant to California Labor Code §§ 2698, *et seq.*** 5 **(Against all Defendants)**

6 123. Plaintiff incorporates by reference and re-alleges as if fully stated  
7 herein each and every allegation set forth above.

8 124. California Labor Code §§ 2698, *et seq.* (“PAGA”) permits Plaintiff  
9 to recover civil penalties for the violation(s) of the Labor Code sections  
10 enumerated in Labor Code section 2699.5. Section 2699.5 enumerates Labor  
11 Code sections 201, 202, 203, 204, 222.5, 226(a), 226.7, 510, 512(a), 1174(d),  
12 1194, 1197, 1197.1, 1198, and 2802. Labor Code section 2699.3(c) permits  
13 aggrieved employees, including Plaintiff, to recover civil penalties for violations  
14 of those Labor Code sections not found in section 2699.5, including sections  
15 516, 1182.12, 6401, and 6403.

16 125. Defendants’ conduct, as alleged herein, violates numerous sections  
17 of the California Labor Code, including, but not limited to, the following:

- 18 (a) Violation of Labor Code sections 510, 1198, and the  
19 applicable IWC wage order for Defendants’ failure to  
20 compensate Plaintiff and other aggrieved employees with all  
21 required overtime, as alleged herein;
- 22 (b) Violation of Labor Code sections 1182.12, 1194, 1197,  
23 1197.1, 1198, and the applicable IWC wage order for  
24 Defendants’ failure to compensate Plaintiff and other  
25 aggrieved employees with at least minimum wages for all  
26 hours worked, as alleged herein;
- 27 (c) Violation of Labor Code sections 226.7, 512, 516, 1198, and  
28 the applicable IWC wage order for Defendants’ failure to

1 provide Plaintiff and other aggrieved employees with meal  
2 periods, as alleged herein;

3 (d) Violation of Labor Code sections 226.7, 516, 1198, and the  
4 applicable IWC wage order for Defendants' failure to  
5 authorize and permit Plaintiff and other aggrieved employees  
6 to take rest periods, as alleged herein;

7 (e) Violation of Labor Code sections 226(a), 1198, and the  
8 applicable IWC wage order (excluding violations of Labor  
9 Code section 226(a)(8)) for failure to provide accurate and  
10 complete wage statements to Plaintiff and other aggrieved  
11 employees, as alleged herein;

12 (f) Violation of Labor Code sections 1174(d), 1198, and the  
13 applicable IWC wage order for failure to maintain payroll  
14 records as alleged herein;

15 (g) Violation of Labor Code sections 201, 202, and 203 for  
16 failure to pay all earned wages upon termination as alleged  
17 herein;

18 (h) Violation of Labor Code section 204 for failure to pay all  
19 earned wages during employment, as alleged herein;

20 (i) Violation of Labor Code section 222.5 for failing to pay the  
21 costs of mandatory drug tests and/or physical examinations as  
22 set forth below;

23 (j) Violation of Labor Code section 2802 for failure to reimburse  
24 Plaintiff and other aggrieved employees for all business  
25 expenses necessarily incurred, as alleged herein; and

26 (k) Violation of Labor Code sections 6401 and 6403 for failure to  
27 provide personal protective equipment, as set forth below.

28 126. At all relevant times herein, California Labor Code section 6401

1 provides that employers must furnish and use safety devices and safeguards, and  
2 adopt and use practices, means, methods, operations, and processes which are  
3 reasonably adequate to render the employment and place of employment safe  
4 and healthy. California Labor Code Section 6401 further provides that an  
5 employer must do everything reasonably necessary to protect the life, safety and  
6 health of its employees. California Labor Code section 6403(a) requires that  
7 employers provide and use safety devices and safeguards reasonably adequate to  
8 render the employment and place of employment safe.

9 127. Defendants, on a company-wide basis, failed to provide Plaintiff and  
10 other aggrieved employees with personal protective equipment, such as steel-  
11 toed boots, to keep them safe in the workplace. Despite the fact that Defendants  
12 required employees to wear certain personal protective equipment, including  
13 steel-toed boots, Defendants failed to provide such reasonably necessary  
14 equipment to Plaintiff and other aggrieved employees to keep them safe.

15 128. Thus, Defendants' failure to provide Plaintiff and other aggrieved  
16 employees with basic personal protective equipment for the workplace violates  
17 Labor Code sections 6401 and 6403. Plaintiff and other aggrieved employees  
18 are therefore entitled to recover civil penalties pursuant to Labor Code sections  
19 2699(a), (f), and (g).

20 129. In addition, during the relevant time period, Defendants maintained  
21 and implemented a company-wide policy of requiring newly-hired employees to  
22 undergo a mandatory drug test. At all times, Defendants were in control of  
23 scheduling the date and time for the exam, selecting the provider/facility where  
24 the exam was to take place, and determining the scope of the exam. Defendants  
25 gave other non-party aggrieved employees strict instructions to obtain a drug test  
26 and other non-party aggrieved employees underwent the drug testing for the sole  
27 benefit of Defendants. However, Defendants did not compensate other non-party  
28 Aggrieved Employees for the time they spent traveling to and from the drug

1 testing facility, for the time they spent undergoing drug testing, or for the travel  
2 expenses they incurred getting to and from the medical and/or testing facility.

3 130. Defendants' company-wide policy and/or practice of not paying for  
4 all costs other non-party aggrieved employees incurred obtaining mandatory  
5 drug tests and/or physical examinations is in violation of California Labor Code  
6 section 222.5. In addition, Defendants' company-wide policy and/or practice of  
7 passing its operating costs on to non-party aggrieved employees is in violation of  
8 California Labor Code section 2802. Defendants have intentionally and willfully  
9 failed to fully reimburse other non-party aggrieved employees for necessary  
10 business-related expenses and costs.

11 131. Other non-party Aggrieved Employees are therefore entitled to  
12 recover penalties, attorney's fees, costs, and interest thereon, pursuant to Labor  
13 Code section 2699(a), (f)-(g)

14 132. Moreover, Defendants did not pay at least minimum wages for those  
15 hours worked off-the-clock in violation of California Labor Code sections  
16 1182.12, 1194, 1197, 1197.1, and 1198. Defendants' failure to pay other non-  
17 party Aggrieved Employees minimum wages violates California Labor Code  
18 sections 1182.12, 1194, 1197, 1197.1, and 1198. Other non-party aggrieved  
19 employees are therefore entitled to recover civil penalties pursuant to sections  
20 1197.1 and/or 2699(a), (f), and (g).

## 21 **TENTH CAUSE OF ACTION**

### 22 **Violation of California Business & Professions Code §§ 17200, *et seq.* –**

#### 23 **Unlawful Business Practices**

#### 24 **(Against all Defendants)**

25 133. Plaintiff incorporates by reference and re-alleges as if fully stated  
26 herein each and every allegation set forth above.

27 134. Defendants are "persons" as defined by California Business &  
28 Professions Code sections 17201, as they are corporations, firms, partnerships,

1 joint stock companies, and/or associations.

2 135. Defendants' conduct, as alleged herein, has been, and continues to  
3 be, unfair, unlawful and harmful to Plaintiff, class members, and to the general  
4 public. Plaintiff has suffered injury in fact and has lost money as a result of  
5 Defendants' unlawful business practices. Plaintiff seeks to enforce important  
6 rights affecting the public interest within the meaning of Code of Civil Procedure  
7 section 1021.5.

8 136. Defendants' activities, as alleged herein, are violations of California  
9 law, and constitute unlawful business acts and practices in violation of California  
10 Business & Professions Code sections 17200, *et seq.*

11 137. A violation of California Business & Professions Code sections  
12 17200, *et seq.* may be predicated on the violation of any state or federal law. In  
13 the instant case, Defendants' policies and practices have violated state law in at  
14 least the following respects:

- 15 (a) Requiring non-exempt, hourly paid employees, including  
16 Plaintiff and class members, to work overtime without paying  
17 them proper compensation in violation of California Labor  
18 Code sections 510 and 1198 and the applicable IWC Order, as  
19 alleged herein;
- 20 (b) Failing to pay at least minimum wage to Plaintiff and class  
21 members in violation of California Labor Code sections  
22 1182.12, 1194, 1197, 1197.1, and 1198 and the applicable  
23 IWC Order, as alleged herein;
- 24 (c) Failing to provide uninterrupted meal periods to Plaintiff and  
25 class members in violation of California Labor Code sections  
26 226.7, 512(a), 516, 1198, and the applicable IWC Order, as  
27 alleged herein;
- 28 (d) Failing to authorize and permit Plaintiff and class members to

1 take uninterrupted rest periods in violation of California  
2 Labor Code sections 226.7, 516, 1198, and the applicable  
3 IWC Order, as alleged herein;

4 (e) Failing to provide Plaintiff and class members with accurate  
5 wage statements and failing to maintain accurate payroll  
6 records in violation of California Labor Code sections 226(a),  
7 1174(d), 1198, and the applicable IWC Order, as alleged  
8 herein;

9 (f) Failing timely to pay all earned wages to Plaintiff and class  
10 members in violation of California Labor Code section 204  
11 and the applicable IWC Order, as alleged herein;

12 (g) Failing to reimburse Plaintiff and class members for all  
13 business expenses necessarily incurred in violation of  
14 California Labor Code sections 2802, as alleged herein; and

15 (h) Failing to provide Plaintiff and class members with personal  
16 protective equipment in violation of California Labor Code  
17 sections 6401 and 6403, as set forth below.

18 138. At all relevant times herein, California Labor Code section 6401  
19 provides that employers must furnish and use safety devices and safeguards, and  
20 adopt and use practices, means, methods, operations, and processes which are  
21 reasonably adequate to render the employment and place of employment safe  
22 and healthy. California Labor Code Section 6401 further provides that an  
23 employer must do everything reasonably necessary to protect the life, safety and  
24 health of its employees. California Labor Code section 6403(a) requires that  
25 employers provide and use safety devices and safeguards reasonably adequate to  
26 render the employment and place of employment safe.

27 139. Defendants, on a company-wide basis, failed to provide Plaintiff and  
28 class members with personal protective equipment, such as steel-toed boots, to

1 keep them safe in the workplace. Despite the fact that Defendants required  
 2 employees to wear certain personal protective equipment, including steel-toed  
 3 boots, Defendants failed to provide such reasonably necessary equipment to  
 4 Plaintiff and class members to keep them safe. Thus, Defendants' failure to  
 5 provide Plaintiff and class members with basic personal protective equipment for  
 6 the workplace violates Labor Code sections 6401 and 6403.

7 140. As a result of the violations of California law herein described,  
 8 Defendants unlawfully gained an unfair advantage over other businesses.  
 9 Plaintiff and class members have suffered pecuniary loss by Defendants'  
 10 unlawful business acts and practices alleged herein.

11 141. Pursuant to California Business & Professions Code sections 17200  
 12 *et seq.*, Plaintiff and class members are entitled to restitution of the wages  
 13 withheld and retained by Defendants during a period that commences four years  
 14 prior to the filing of this complaint; a permanent injunction requiring Defendants  
 15 to pay all outstanding wages due to Plaintiff and class members; and an award of  
 16 attorneys' fees pursuant to California Code of Civil Procedure section 1021.5  
 17 and other applicable laws; and an award of costs.

## 18 **ELEVENTH CAUSE OF ACTION**

### 19 **Violation of California Business & Professions Code §§ 17200, *et seq.* –** 20 **Unfair Business Practices** 21 **(Against all Defendants)**

22 142. Plaintiff incorporates by reference and re-alleges as if fully stated  
 23 herein each and every allegation set forth above.

24 143. Defendants are "persons" as defined by California Business &  
 25 Professions Code sections 17201, as they are corporations, firms, partnerships,  
 26 joint stock companies, and/or associations.

27 144. Defendants' conduct, as alleged herein, has been, and continues to  
 28 be, unfair, and harmful to Plaintiff, class members, and to the general public.

1 Plaintiff has suffered injury in fact and has lost money as a result of Defendants'  
2 unfair business practices. Plaintiff seeks to enforce important rights affecting the  
3 public interest within the meaning of Code of Civil Procedure section 1021.5.

4 145. Defendants' activities, namely Defendants' company-wide practice  
5 and/or policy of not paying Plaintiff and class members all meal and rest period  
6 premium wages due to them under Labor Code section 226.7, deprived Plaintiff  
7 and class members of the compensation guarantee and enhanced enforcement  
8 implemented by section 226.7. The statutory remedy provided by section 226.7  
9 is a "dual-purpose" remedy intended primarily to compensate employees, and  
10 secondarily to shape employer conduct. *Safeway, Inc. v. Superior Court*, 238  
11 Cal. App. 4th 1138, 1149 (2015). The statutory benefits of section 226.7 were  
12 guaranteed to Plaintiff and class members as part of their employment with  
13 Defendants, and thus Defendants' practice and/or policy of denying these  
14 statutory benefits constitutes an unfair business practice in violation of California  
15 Business & Professions Code sections 17200, *et seq.* (Id.)

16 146. A violation of California Business & Professions Code sections  
17 17200, *et seq.* may be predicated on any unfair business practice. In the instant  
18 case, Defendants' policies and practices have violated the spirit of California's  
19 meal and rest break laws and constitute acts against the public policy behind  
20 these laws.

21 147. Pursuant to California Business & Professions Code sections 17200  
22 *et seq.*, Plaintiff and class members are entitled to restitution for the class-wide  
23 loss of the statutory benefits implemented by section 226.7 withheld and retained  
24 by Defendants during a period that commences four years prior to the filing of  
25 this complaint; a permanent injunction requiring Defendants to pay all statutory  
26 benefits implemented by section 226.7 due to Plaintiff and class members; an  
27 award of attorneys' fees pursuant to California Code of Civil Procedure section  
28 1021.5 and other applicable laws; and an award of costs.

**REQUEST FOR JURY TRIAL**

Plaintiff requests a trial by jury.

**PRAYER FOR RELIEF**

Plaintiff, on behalf of all others similarly situated, prays for relief and judgment against Defendants, jointly and severally, as follows:

1. For damages, unpaid wages, penalties, injunctive relief, and attorneys' fees in excess of twenty-five thousand dollars (\$25,000), exclusive of interest and costs. Plaintiff reserves the right to amend his prayer for relief to seek a different amount.

**Class Certification**

2. That this case be certified as a class action;

3. That Plaintiff be appointed as the representative of the Class and Subclass;

4. That counsel for Plaintiff be appointed as class counsel.

**As to the First Cause of Action**

5. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiff and class members;

6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;

7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due, or as otherwise provided by law;

8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code section 1194(a); and

9. For such other and further relief as the Court may deem equitable and appropriate.

///

**As to the Second Cause of Action**

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 by willfully failing to pay minimum wages to Plaintiff and class members;

11. For general unpaid wages and such general and special damages as may be appropriate;

12. For pre-judgment interest on any unpaid compensation from the date such amounts were due, or as otherwise provided by law;

13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code section 1194(a);

14. For liquidated damages pursuant to California Labor Code section 1194.2; and

15. For such other and further relief as the Court may deem equitable and appropriate.

**As to the Third Cause of Action**

16. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 226.7, 512(a), 516, and 1198 and applicable IWC Wage Order(s) by willfully failing to provide all meal periods to Plaintiff and class members;

17. That the Court make an award to the Plaintiff and class members of one (1) hour of pay at each employee's regular rate of pay for each workday that a meal period was not provided;

18. For all actual, consequential, and incidental losses and damages, according to proof;

19. For premiums pursuant to California Labor Code section 226.7(b);

20. For pre-judgment interest on any unpaid meal period premiums from the date such amounts were due, or as otherwise provided by law;

21. For attorneys' fees pursuant to California Code of Civil Procedure

1 section 1021.5, or as otherwise provided by law; and

2 22. For such other and further relief as the Court may deem equitable  
3 and appropriate.

4 **As to the Fourth Cause of Action**

5 23. That the Court declare, adjudge and decree that Defendants violated  
6 California Labor Code sections 226.7, 516, and 1198 and applicable IWC Wage  
7 Orders by willfully failing to authorize and permit Plaintiff and class members to  
8 take all rest periods;

9 24. That the Court make an award to the Plaintiff and class members of  
10 one (1) hour of pay at each employee's regular rate of pay for each workday that  
11 a rest period was not authorized and permitted;

12 25. For all actual, consequential, and incidental losses and damages,  
13 according to proof;

14 26. For premiums pursuant to California Labor Code section 226.7(b);

15 27. For pre-judgment interest on any unpaid rest period premiums from  
16 the date such amounts were due, or as otherwise provided by law;

17 28. For attorneys' fees pursuant to California Code of Civil Procedure  
18 section 1021.5, or as otherwise provided by law; and

19 29. For such other and further relief as the Court may deem equitable  
20 and appropriate.

21 **As to the Fifth Cause of Action**

22 30. That the Court declare, adjudge and decree that Defendants violated  
23 the recordkeeping provisions of California Labor Code section 226(a) and  
24 applicable IWC Wage Orders as to Plaintiff and Subclass members, and willfully  
25 failed to provide accurate itemized wage statements thereto;

26 31. For all actual, consequential, and incidental losses and damages,  
27 according to proof;

28 32. For injunctive relief pursuant to California Labor Code section

1 226(h);

2 33. For statutory penalties pursuant to California Labor Code section  
3 226(e);

4 34. For attorneys' fees and costs pursuant to California Labor Code  
5 section 226(e)(1); and

6 35. For such other and further relief as the Court may deem equitable  
7 and appropriate.

8 **As to the Sixth Cause of Action**

9 36. That the Court declare, adjudge and decree that Defendants violated  
10 California Labor Code sections 201 and 202 by willfully failing to pay overtime  
11 wages, minimum wages, and/or meal and rest period premiums owed at the time  
12 of termination of the employment of Plaintiff and other terminated class  
13 members;

14 37. For all actual, consequential and incidental losses and damages,  
15 according to proof;

16 38. For waiting time penalties according to proof pursuant to California  
17 Labor Code section 203 for all employees who have left Defendants' employ;

18 39. For pre-judgment interest on any unpaid wages from the date such  
19 amounts were due, or as otherwise provided by law;

20 40. For attorneys' fees pursuant to California Code of Civil Procedure  
21 section 1021.5, or as otherwise provided by law; and

22 41. For such other and further relief as the Court may deem equitable  
23 and appropriate.

24 **As to the Seventh Cause of Action**

25 42. That the Court declare, adjudge and decree that Defendants violated  
26 California Labor Code section 204 by willfully failing to timely pay Plaintiff and  
27 class members overtime wages, minimum wages, and/or meal and rest period  
28 premiums during their employment;

1           43. For all actual, consequential and incidental losses and damages,  
2 according to proof;

3           44. For statutory penalties according to proof pursuant to California  
4 Labor Code section 210;

5           45. For pre-judgment interest on any unpaid wages from the date such  
6 amounts were due, or as otherwise provided by law;

7           46. For attorneys' fees pursuant to California Code of Civil Procedure  
8 section 1021.5, or as otherwise provided by law; and

9           47. For such other and further relief as the Court may deem equitable  
10 and appropriate.

11                           **As to the Eighth Cause of Action**

12           48. That the Court declare, adjudge and decree that Defendants violated  
13 California Labor Code section 2802 by willfully failing to reimburse and/or  
14 indemnify all business-related expenses and costs incurred by Plaintiff and class  
15 members;

16           49. For unpaid business-related expenses and such general and special  
17 damages as may be appropriate;

18           50. For pre-judgment interest on any unpaid business-related expenses  
19 from the date such amounts were due, or as otherwise provided by law;

20           51. For all actual, consequential, and incidental losses and damages,  
21 according to proof;

22           52. For attorneys' fees and costs pursuant to California Labor Code  
23 section 2802(c), or as otherwise provided by law; and

24           53. For such other and further relief as the Court may deem equitable  
25 and appropriate.

26                           **As to the Ninth Cause of Action**

27           54. That the Court declare, adjudge and decree that Defendants violated  
28 the following California Labor Code provisions as to Plaintiff and/or other

aggrieved employees: 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197, 1197.1, and 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512, 516, and 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and permit all rest periods); 222.5 (by failing to pay for mandatory drug testing); 226(a), 1174(d) and 1198 (by failing to provide accurate wage statements and maintain accurate payroll records); 201, 202, 203 (by failing timely to pay all earned wages upon termination); 204 (by failing timely to pay all earned wages during employment); 2802 (by failing to reimburse business expenses); and 6401 and 6403 (by failing to provide personal protective equipment);

55. For civil penalties pursuant to California Labor Code sections 210, 226.3, 256, 558, 1174.5, 1197.1, and/or 2699(a), (f) and (g), for violations of California Labor Code sections 201, 202, 203, 204, 222.5, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, 6401, and 6403;

56. For attorneys' fees and costs pursuant to California Labor Code section 2699(g)(1), and any and all other relevant statutes, for Defendant's violations of California Labor Code sections 201, 202, 203, 204, 222.5, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, 6401, and 6403;

57. For pre-judgment and post-judgment interest as provided by law; and

58. For such other and further relief as the Court may deem equitable and appropriate.

### **As to the Tenth Cause of Action**

59. That the Court declare, adjudge and decree that Defendants' conduct of failing to provide Plaintiff and class members all overtime wages due to them, failing to provide Plaintiff and class members all minimum wages due to them, failing to provide Plaintiff and class members all meal periods, failing to

1 authorize and permit Plaintiff and class members to take all rest periods, failing  
 2 to provide Plaintiff and class members accurate and complete wage statements,  
 3 failing to maintain accurate payroll records for Plaintiff and class members,  
 4 failing timely to pay Plaintiff and class members all earned wages during  
 5 employment, failing to reimburse Plaintiff and class members for business-  
 6 related expenses, and failing to provide Plaintiff and class members with  
 7 personal protective equipment, constitutes an unlawful business practice in  
 8 violation of California Business and Professions Code sections 17200, *et seq.*;

9 60. For restitution of unpaid wages to Plaintiff and all class members  
 10 and prejudgment interest from the day such amounts were due and payable;

11 61. For the appointment of a receiver to receive, manage and distribute  
 12 any and all funds disgorged from Defendants and determined to have been  
 13 wrongfully acquired by Defendants as a result of violations of California  
 14 Business & Professions Code sections 17200 *et seq.*;

15 62. For reasonable attorneys' fees and costs of suit incurred herein  
 16 pursuant to California Code of Civil Procedure section 1021.5; and

17 63. For such other and further relief as the Court may deem equitable  
 18 and appropriate.

### 19 **As to the Eleventh Cause of Action**

20 64. That the Court declare, adjudge and decree that Defendants' conduct  
 21 of denying Plaintiff and class members the statutory benefits guaranteed under  
 22 section 226.7 constitutes an unfair business practice in violation of California  
 23 Business and Professions Code sections 17200, *et seq.*;

24 65. For restitution of the statutory benefits under section 226.7 unfairly  
 25 withheld from Plaintiff and class members and prejudgment interest from the day  
 26 such amounts were due and payable;

27 66. For the appointment of a receiver to receive, manage and distribute  
 28 any and all funds disgorged from Defendants and determined to have been

1 wrongfully acquired by Defendants as a result of violations of California  
2 Business & Professions Code sections 17200 *et seq.*;

3 67. For reasonable attorneys' fees and costs of suit incurred herein  
4 pursuant to California Code of Civil Procedure section 1021.5;

5 68. For pre-judgment and post-judgment interest as provided by law;  
6 and

7 69. For such other and further relief as the Court may deem equitable  
8 and appropriate.

9  
10 Dated: April 27, 2020

Respectfully submitted,

11 Capstone Law APC  
12

13 By: /s/ Bevin Allen Pike

14 Bevin Allen Pike  
15 Orlando Villalba  
16 Joseph Hakakian

17 Attorneys for Plaintiff Rogelio Castro  
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28

**EXHIBIT “A”**



1875 Century Park East, Suite 1000  
Los Angeles, California 90067  
310.556.4811 Main | 310.943.0396 Fax

MAO SHIOKURA  
310.712.8030 Direct  
Mao.Shiokura@capstonelawyers.com

February 12, 2020

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency  
ATTN: PAGA Administrator  
(<https://dir.tfaforms.net/260>)

Subject: *Rogelio Castro v. PPG Industries Inc., et al.*

Dear PAGA Administrator:

This office represents Mr. Castro in connection with his claims under the California Labor Code. Mr. Castro was an employee of PPG INDUSTRIES, INC.; SIERRACIN/SLYMAR CORPORATION; and/or SIERRACIN CORPORATION (collectively, "PPG").

The employers may be contacted directly at the addresses below:

PPG INDUSTRIES, INC.  
ONE PPG PLACE  
PITTSBURGH, PA 15272

SIERRACIN/SLYMAR CORPORATION  
12780 SAN FERNANDO RD.  
SYLMAR, CA 91342

SIERRACIN/SLYMAR CORPORATION  
ONE PPG PL  
PITTSBURGH, PA 15272

SIERRACIN CORPORATION  
12780 SAN FERNANDO RD.  
SYLMAR, CA 91342

Mr. Castro intends to seek civil penalties, attorney's fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Mr. Castro seeks relief on behalf of himself, the State of California, and other persons who are or were employed by PPG in California as a non-exempt, hourly paid employee and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

PPG employed Mr. Castro as a non-exempt, hourly paid Production Operator and Metallic Coatings Technician from approximately July 2011 to March 2019. Mr. Castro worked for PPG at its location in Sylmar, California. During his employment, Mr. Castro typically worked eight (8) to ten (10) hours or more per day, and five (5) to six (6) days per week. Mr. Castro's primary job duties included, without limitation, running maintenance on equipment, cleaning glass to eliminate marks

and smudges, coating glass and checking light transfer qualities, maintaining work area organization and sanitation, and preparing documentation for FAA filings.

PPG has committed one or more of the following Labor Code violations against Mr. Castro, the facts and theories of which follow, making him an “aggrieved employee” pursuant to California Labor Code section 2699(c):<sup>1</sup>

#### **PPG’s Company-Wide and Uniform Payroll and HR Practices**

PPG INDUSTRIES, INC., a Pennsylvania corporation; SIERRACIN/SYLMAR COPORATION, a California corporation; and SIERRACIN CORPORATION, a Delaware corporation, are collectively a major global supplier of coatings, and manufacture and distribute specialty materials and glass products. Upon information and belief, PPG maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Pittsburgh, Pennsylvania, or Sylmar, California, for all non-exempt, hourly paid employees working for PPG in California, including Mr. Castro and other aggrieved employees. At all relevant times, PPG issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Castro and other aggrieved employees, regardless of their location or position.

Upon information and belief, PPG maintains a centralized Payroll department at its corporate headquarters in in Pittsburgh, Pennsylvania, or Sylmar, California, which processes payroll for all non-exempt, hourly paid employees working for PPG in California, including Mr. Castro and other aggrieved employees. Further, PPG issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Mr. Castro and other aggrieved employees, irrespective of their location, position, or manner in which each employee’s employment ended. In other words, PPG utilized the same methods and formulas when calculating wages due to Mr. Castro and other aggrieved employees in California.

#### **Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime**

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

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<sup>1</sup> These facts, theories, and claims are based on Mr. Castro’s experience and counsel’s review of those records currently available relating to Mr. Castro’s employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law’s requirements, the employer misinformed its employee of the law’s requirements, or because the employer effectively hid the violations). Thus, Mr. Castro reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

PPG willfully failed to pay all overtime wages owed to Mr. Castro and other aggrieved employees. During the relevant time period, Mr. Castro and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, during the relevant period, PPG had a company-wide practice and/or policy of requiring Mr. Castro and other aggrieved employees to perform work-related tasks while off-the-clock, such as responding to calls from PPG's management. Mr. Castro and other aggrieved employees were required to use their personal cellular phones to complete their work-related tasks, such as discussing completed tasks and upcoming assignments with PPG's managers at all times, including before and after shifts. For example, Mr. Castro would spend about five (5) minutes each time communicating with his supervisor off-the-clock via telephone or text message. However, PPG failed to track this time spent working before and after scheduled shifts, and Mr. Castro and other aggrieved employees received no compensation for this time.

Second, during the relevant period, PPG had, and continues to have, a company-wide policy and/or practice of understaffing its worksites while assigning heavy workloads and/or quotas, resulting in a failure to provide Mr. Castro and other aggrieved employees with adequate meal period coverage. As a result of this lack of meal period coverage, Mr. Castro and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. For example, Mr. Castro and other aggrieved employees were required to perform their duties, such as responding to machine failures during unpaid meal periods, or would have their meal periods interrupted to complete such work-related tasks. Thus, Mr. Castro and other aggrieved employees missed or had meal periods interrupted in order to complete their assigned workloads. PPG did not pay Mr. Castro and other aggrieved employees for the time they continued to perform tasks during meal periods.

PPG knew or should have known that, as a result of these company-wide practices and/or policies, Mr. Castro and other aggrieved employees were performing their assigned duties during their meal periods and performing work off-the-clock before or after their shifts, and were suffered or permitted to perform work for which they were not paid. PPG also knew, or should have known, that it did not compensate Mr. Castro and other aggrieved employees applicable overtime rates of pay for overtime hours that they worked.

Because Mr. Castro and other aggrieved employees regularly worked shifts of eight (8) hours a day or more or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Mr. Castro and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked. PPG's failure to pay Mr. Castro and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198.

Furthermore, on information and belief, PPG did not pay other aggrieved employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, PPG paid other aggrieved employees shift differential pay, incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, PPG failed to incorporate all remunerations, including shift differential pay, incentive pay, nondiscretionary bonuses, and/or other forms of remuneration into the calculation of the regular rate of pay for

purposes of calculating the overtime wage rate. Therefore, during times when other aggrieved employees worked overtime and received these other forms of pay, PPG failed to pay all overtime wages by paying a lower overtime rate than required.

Mr. Castro and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

**Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages**

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC and the payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in Wage Order No. 1 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code. Regs. tit. 8, § 11010(2)(G) (defining "Hours Worked").

As set forth above, Mr. Castro and other aggrieved employees were required to perform work off-the-clock by responding to work-related calls and text messages from PPG's management, time for which they were not paid. As also stated above, due to PPG's policy and/or practice of understaffing while assigning heavy workloads, Mr. Castro and other aggrieved employees were forced to forego meal periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties during meal periods.

Moreover, during the relevant time period, on information and belief, PPG also maintained and implemented a company-wide policy of requiring all employees to travel to a medical clinic on their own time and using their own personal vehicles to undergo mandatory drug tests and/or physical examinations. At all times, upon information and belief, PPG was in control of scheduling the date and time for the testing and/or physical examination, selecting the provider/facility where the testing and/or physical examination was to take place, and determining the scope of the testing and/or physical examination. However, PPG did not compensate other aggrieved employees for the time they spent traveling to and from the medical facilities and undergoing the mandatory drug testing and/or physical examinations.

Thus, PPG did not pay minimum wages for all hours worked by Mr. Castro and other aggrieved employees that qualified for overtime premium payment. To the extent that these off-the-clock hours did not qualify for overtime premium payment, PPG did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Accordingly, PPG regularly failed to pay at least minimum wages to Mr. Castro and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Mr. Castro and other aggrieved employees are therefore entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f)-(g).

**Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods**

California Labor Code sections 226.7, 512(a), 516, and 1198 and the applicable IWC Wage Order require employers to provide meal and rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (Cal. 2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal break of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

First, as stated, PPG had, and continues to have, a company-wide policy and/or practice of understaffing while assigning employees heavy workloads. As a result, Mr. Castro and other aggrieved employees would be forced to work in excess of five (5) hours before taking a meal period and, at times, had their meal periods interrupted and/or had to forgo their meal periods altogether. For example, during his employment, Mr. Castro would have his meal periods interrupted by his supervisors to discuss work-related matters, or to ask that he complete various assignments, including responding to machinery failures.

Second, PPG had a company-wide practice of failing to adhere to a schedule of meal periods, which further caused Mr. Castro and other aggrieved employees to not be relieved of their duties for compliant meal periods. For example, Mr. Castro's time records show that he took several of his meal periods late, i.e. after the fifth hour of work, on February 13, 2019 (after 5.00 hours); February 14, 2019 (after 5.00 hours); February 18, 2019 (after 5.00 hours); and March 6, 2019 (after 5.00 hours). Furthermore, on information and belief, because PPG frowned upon employees accruing meal period penalties, PPG's management would adjust Mr. Castro's and other aggrieved employees' time records and/or pressured employees to clock out for meal periods to reflect compliant meal periods, regardless of whether they had received a compliant meal period or not, in order to strictly limit meal penalties that would need to be paid by PPG. However, Mr. Castro and other aggrieved employees worked through meal periods or had their meal periods interrupted, because there were not enough employees on duty to handle the heavy workload.

Third, PPG did not schedule second meal periods and had no policy for permitting Mr. Castro and other aggrieved employees to take a second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. When Mr. Castro asked his supervisor whether he could be given a second meal period, he was told that he could only be given a second meal period if he worked in excess of twelve (12) hours. As a result, Mr. Castro and other aggrieved employees worked shifts in excess of ten (10) hours without receiving an uninterrupted second 30-minute meal period. For example, Mr. Castro was not provided his second meal period when he worked shifts in excess of ten (10) hours on February 27, 2019; March 7, 2019; April 4, 2019; April 22, 2019; and

April 24, 2019. Mr. Castro and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

PPG knew or should have known that as a result of its policies, Mr. Castro and other aggrieved employees were prevented from being relieved of all duties and required to perform some of their assigned duties during meal periods. PPG further knew or should have known that it did not pay Mr. Castro and other aggrieved employees meal period premium wages when meal periods were missed, late, short, and/or interrupted, because PPG adjusted employee time records to reflect compliant meal periods, even if none were taken.

PPG also has engaged in a company-wide practice and/or policy of not paying meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Mr. Castro and other aggrieved employees have not received premium pay for missed, late, and interrupted meal periods. Alternatively, to the extent that PPG did pay meal period premium wages to other aggrieved employees, it did so at the incorrect rates. Because PPG did not properly calculate other aggrieved employees' regular rates of pay by including all remunerations, such as shift differential pay, incentive pay, and/or nondiscretionary bonuses, any premiums paid for meal period violations were also paid at an incorrect rate and resulted in an underpayment of meal period premium wages.

Accordingly, PPG failed to provide all meal periods in violation of California Labor Code sections 226.7, 512, 516, and 1198. Mr. Castro and other aggrieved employees are therefore entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

#### **Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods**

California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period” and that the “rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof” unless the total daily work time is less than three and one-half (3½) hours. To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must “relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest.” *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 269-270 (2016).

During the relevant time period, PPG regularly failed to authorize and permit Mr. Castro and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, PPG's company-wide practices, including understaffing and assigning heavy workloads, prevented Mr. Castro and other aggrieved employees from being relieved of all duty to take their rest periods. PPG also failed to adhere to a schedule of rest periods, which, coupled with PPG's failure to provide adequate rest period coverage, further led to Mr. Castro and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, PPG maintained and implemented a company-wide practice and/or policy requiring that Mr. Castro and other aggrieved employees remain on PPG's premises during their rest periods. For example, Mr. Castro was told verbally by multiple supervisors that he could not leave PPG's premises during his rest periods. Because Mr. Castro and other aggrieved employees were restricted from leaving PPG's premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes. Thus, PPG effectively maintained control over Mr. Castro and other aggrieved employees during rest periods, and, as a result of this rest period policy, PPG did not relinquish control over Mr. Castro and other aggrieved employees during rest periods.

As a result of PPG's practices and policies, Mr. Castro and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, Mr. Castro missed rest periods or would have them interrupted by a supervisor. In addition, Mr. Castro was sometimes unable to take his first rest period until his fourth hour of work or later. Finally, throughout his employment, Mr. Castro did not receive a third rest period when working in excess of ten (10) hours.

PPG also has engaged in a company-wide practice and/or policy of not paying all rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Mr. Castro and other aggrieved employees have not received premium pay for all missed rest periods. Alternatively, to the extent that PPG did pay rest period premium wages to other aggrieved employees, it did so at the incorrect rates. Because PPG did not properly calculate other aggrieved employees' regular rates of pay by including all forms of compensation, such as shift differential pay, incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, any premiums paid for rest period violations were also paid at an incorrect rate and resulted in an underpayment of rest period premium wages.

Accordingly, PPG failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Mr. Castro and other aggrieved employees are therefore entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

**Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records**

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. PPG has not provided Mr. Castro and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wages statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50.00 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, PPG has knowingly and intentionally provided Mr. Castro and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, PPG issued uniform wage statements to Mr. Castro and other aggrieved employees that fail to correctly

list: gross wages earned; total hours worked; net wages earned; the correct name and address of the legal entity that is the employer; and all applicable hourly rates in effect during the pay period, including overtime rates of pay, and the corresponding number of hours worked at each hourly rate. Specifically, PPG violated sections 226(a)(1), 226(a)(2), 226(a)(5), 226(a)(8), and 226(a)(9).

First, because PPG did not record the time Mr. Castro and other aggrieved employees spent working off the clock, PPG did not list the correct amount of gross wages and net wages earned by Mr. Castro and other aggrieved employees, in compliance with section 226(a)(1) and 226(a)(5), respectively. For the same reason, PPG failed to accurately list the total number of the hours worked by Mr. Castro and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

Second, because PPG did not calculate other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages, PPG did not list the correct amount of gross wages earned by other aggrieved employees in compliance with section 226(a)(1) and did not list the correct amount of net wages earned by other aggrieved employees in violation of section 226(a)(5). PPG also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct overtime rates of pay and correct rates of pay for premium wages, in violation of section 226(a)(9).

Third, and separate from these violations, PPG issued uniform wage statements to Mr. Castro and other aggrieved employees that failed to correctly list the name and address of the legal entity of the actual employer in violation of 226(a)(8). The purpose of section 226(a)(8) is to provide California employees with transparency as to the true identity of their employer, to allow the employee to contact their employer during employment in the future for various reasons, including filing an administrative claim, judicial claim, or other action to seek relief against their employer, to obtain unemployment benefits, etc. Mr. Castro's and other aggrieved employees' wage statements incorrectly list the employer as "SIERRA SYLMAR CORPORATION," and list PPG's address as "One PPG Place, Pittsburgh, PA 15272," but according to the California Secretary of State's website, a similarly-named entity "SIERRACIN/SYLMAR CORPORATION" is listed at a completely different address: "12780 San Fernando Road, Sylmar, CA 91342." *See example paystub below.*



**Sierracin Sylmar Corporation**  
 One PPG Place  
 Pittsburgh, PA 15272  
 t1 (888) 7742121

| Rogelio Castro |                              |             |                                   |                                 |            |              |
|----------------|------------------------------|-------------|-----------------------------------|---------------------------------|------------|--------------|
| Name           | Company                      | Employee ID | Pay Period Begin                  | Pay Period End                  | Check Date | Check Number |
| Rogelio Castro | Sierracin Sylmar Corporation |             | 05/08/2019                        | 05/12/2019                      | 05/14/2019 |              |
|                |                              |             | OT Pay Period Begin<br>05/08/2019 | OT Pay Period End<br>05/12/2019 |            |              |

The wage statement deficiencies also include, without limitation, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the inclusive dates of the period for which aggrieved employees were paid; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

California Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall ... [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[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, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments...” At all relevant times, and in violation of Labor Code section 1174(d), PPG willfully failed to maintain accurate payroll records for Mr. Castro and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Orders. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, PPG failed, on a company-wide basis, to keep accurate records of meal period start and stop times for Mr. Castro and other aggrieved employees, in violation of section 1198. As stated, PPG engaged in a company-wide practice and/or policy of falsifying Mr. Castro’s and other aggrieved employees’ time records by recording that compliant meal periods were taken regardless of if or when meal periods were actually taken, and thereby failed to keep accurate records of meal start and end times for Mr. Castro and other aggrieved employees. Furthermore, in light of PPG’s failure to provide Mr. Castro and other aggrieved employees with timely, compliant second 30-minute meal periods to which they were entitled, PPG kept no records of meal start and end times for second meal periods.

Mr. Castro and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f)-(g).

#### **Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment**

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, PPG failed to pay Mr. Castro and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, and meal and rest period premium wages, within any time period specified by California Labor Code section 204.

Mr. Castro and aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code sections 210 and/or 2699(a), (f)-(g).

**Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination**

California Labor Code sections 201, 202, and 203 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

PPG willfully failed to pay Mr. Castro and other aggrieved employees who are no longer employed by PPG all their earned wages, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premium wages, either at the time of discharge, or within seventy-two (72) hours of their leaving PPG's employ in violation of California Labor Code sections 201, 202, and 203.

Mr. Castro and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 256 and/or 2699(a), (f)-(g).

**Violation of California Labor Code § 222.5 – Failure to Pay for Costs of Mandatory Physical Exams and/or Drug Testing**

At all times herein set forth, California Labor Code section 222.5 requires employers to pay for the costs an employee incurs for obtaining any required medical or physical examination.

During the relevant time period, PPG implemented, on a company-wide basis, an employer-imposed requirement that other aggrieved employees undergo mandatory drug tests and/or physical examinations, upon hiring and periodically thereafter, but required them to do so at their own expense. As stated, PPG had a company-wide policy requiring that other aggrieved employees travel to a specified medical clinic on their own time and use their own means of transportation to undergo drug testing and/or physical examinations. At all times, PPG was in control of scheduling the date and time for the drug testing and/or physical examinations, selecting the provider/facility where the drug testing and/or physical examinations were to take place, and determining the scope of the drug test and/or physical examinations.

However, PPG did not compensate other aggrieved employees for the time they spent traveling to and from their drug tests and/or physical examinations, or for the time they spent undergoing the testing and/or examinations, or reimburse them for the travel expenses they incurred getting to and from the medical clinics. PPG's policy and/or practice of not paying for all costs and other aggrieved employees incurred obtaining mandatory drug tests and/or physical examinations violates California Labor Code section 222.5.

Other aggrieved employees are therefore entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code section 2699(a), (f)-(g).

**Violation of California Labor Code § 2802 – Unpaid Business-Related Expenses**

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code

section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order provides that: “[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft.”

First, during the relevant time period, PPG had a company-wide policy of requiring Mr. Castro and other aggrieved employees to utilize their own personal cellular phones and cellular data to carry out their job duties, but PPG failed to reimburse them for the costs of their work-related cellular phone expenses. Mr. Castro and other aggrieved employees were required to use their personal cellular phones to complete their work-related tasks, such as discussing upcoming work assignments with PPG’s managers. Mr. Castro would spend five (5) minutes per instance texting or speaking with his managers/supervisors to provide shift reports. Although PPG required Mr. Castro and other aggrieved employees to utilize their personal cellular phones to carry out their work-related responsibilities, PPG failed to fully reimburse them for this cost.

Second, as stated, PPG had a company-wide policy and/or practice of requiring other aggrieved employees to travel in their own personal vehicles to medical clinics to undergo mandatory drug testing and/or physical examinations, but did not reimburse them for their travel expenses. Although PPG required other aggrieved employees to undergo drug testing and/or physical examinations, PPG failed to reimburse them for these expenses.

Third, PPG, on a company-wide basis, mandated that Mr. Castro and other aggrieved employees purchase special safety shoes such as steel-toed boots, which they were required to wear while at work. Mr. Castro and other aggrieved employees purchased steel-toed boots to wear inside PPG’s facilities, but were not reimbursed fully for these costs.

PPG could have provided Mr. Castro and/or other aggrieved employees with the actual tools for use on the job, such as company phones, company vehicles, and steel-toed boots to be used for fulfilling work-related tasks, or PPG could have reimbursed employees for their cellular phone, travel, mileage, and boot expenses. Instead, PPG passed these operating costs off onto Mr. Castro and/or other aggrieved employees.

Thus, PPG had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Mr. Castro and/or other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

**Violation of California Labor Code § 2810.5(a)(1)(A)-(C) – Failure to Provide Notice of Material Terms of Employment**

California’s Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees of the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece,

commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Effective January 1, 2015, an employer's written notice pursuant to section 2810.5 must also include a statement that the employee may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

PPG failed to provide other aggrieved employees written notice that lists all the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). PPG's failure to provide other aggrieved employees with written notice of basic information regarding their employment with PPG is in violation of Labor Code section 2810.5.

Other aggrieved employees are therefore entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code section 2699(a), (f)-(g).

#### **Violation of California Labor Code §§ 6401 and 6403 – Failure to Provide Personal Protective Equipment**

California Labor Code section 6401 provides that employers must furnish and use safety devices and safeguards, and adopt and use practices, means, methods, operations, and processes which are reasonably adequate to render the employment and place of employment safe and healthy. California Labor Code Section 6401 further provides that an employer must to everything reasonably necessary to protect the life, safety and health of its employees. California Labor Code section 6403(a) requires that employers provide and use safety devices and safeguards reasonably adequate to render the employment and place of employment safe.

PPG, on a company-wide basis, failed to provide Mr. Castro and other aggrieved employees with personal protective equipment, such as steel-toed boots, to keep them safe in the workplace. Despite the fact that PPG required employees to wear certain personal protective equipment, including steel-toed boots, PPG failed to provide such reasonably necessary equipment to other aggrieved employees to keep them safe.

PPG's failure to provide Mr. Castro and other aggrieved employees with basic personal protective equipment for the workplace violates Labor Code sections 6401 and 6403. Mr. Castro and other aggrieved employees are therefore entitled to recover penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code section 2699(a), (f)-(g).

#### **California Labor Code § 558(a)**

California Labor Code section 558(a) provides "[a]ny 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 as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid . . . (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid . . ." Labor Code section 558(c) provides that "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law." PPG, at all relevant times, was an employer or person acting on behalf of an employer(s) who

violated Mr. Castro's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Mr. Castro seeks the remedies set forth in Labor Code section 558 for himself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a) and 2699.3(c), 2699.5, and 558, Mr. Castro, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for himself, all other aggrieved employees, and the State of California against PPG for violations of California Labor Code sections 201, 202, 204, 222.5, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, 2810.5, 6401, and 6403.

Therefore, on behalf of all aggrieved employees, Mr. Castro seeks all applicable penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Mao Shiokura  
Capstone Law APC  
1875 Century Park East, Suite 1000  
Los Angeles, CA 90067  
(310) 556-4811

Best Regards,

A handwritten signature in black ink, appearing to read 'Mao Shiokura', with a stylized flourish at the end.

Mao Shiokura

Copy: PPG INDUSTRIES, INC. (via U.S. Certified Mail); SIERRACIN/SYLMAR CORPORATION (via U.S. Certified Mail); SIERRACIN CORPORATION (via U.S. Certified Mail)



## SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

## 1. Article Addressed to:

PPG INDUSTRIES, INC.  
ONE PPG PLACE  
PITTSBURGH PA 15272



9590 9403 0424 5163 3654 26

## 2. Article Number (Transfer from service label)

7019 0700 0001 7653 0905

PS Form 3811, April 2015 PSN 7530-02-000-9053

## COMPLETE THIS SECTION ON DELIVERY

## A. Signature

**X**
☐ Agent  
☐ Addressee

## B. Received by (Printed Name)

## C. Date of Delivery

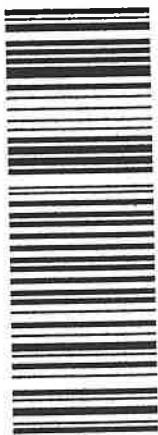
D. Is delivery address different from item 1? ☐ Yes  
 If YES, enter delivery address below: ☐ No

## 3. Service Type

- |                                                                  |                                                                     |
|------------------------------------------------------------------|---------------------------------------------------------------------|
| <input type="checkbox"/> Adult Signature                         | <input type="checkbox"/> Priority Mail Express®                     |
| <input type="checkbox"/> Adult Signature Restricted Delivery     | <input type="checkbox"/> Registered Mail™                           |
| <input checked="" type="checkbox"/> Certified Mail®              | <input type="checkbox"/> Registered Mail Restricted Delivery        |
| <input type="checkbox"/> Certified Mail Restricted Delivery      | <input type="checkbox"/> Return Receipt for Merchandise             |
| <input type="checkbox"/> Collect on Delivery                     | <input type="checkbox"/> Signature Confirmation™                    |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Registered Mail                         |                                                                     |
| <input type="checkbox"/> Registered Mail Restricted Delivery     |                                                                     |

Domestic Return Receipt

PPG INDUSTRIES, INC.  
ONE PPG PLACE  
PITTSBURGH PA 15272



7019 0700 0001 7653 0905

one  
AW APC  
Park East, Ste 1000  
CA 90067

U.S. Postal Service™  
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For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.**OFFICIAL USE**

## Certified Mail Fee

\$ 3.50

## Extra Services &amp; Fees (check box, add fee, as appropriate)

- |                                                               |         |
|---------------------------------------------------------------|---------|
| <input checked="" type="checkbox"/> Return Receipt (hardcopy) | \$ 2.80 |
| <input type="checkbox"/> Return Receipt (electronic)          | \$      |
| <input type="checkbox"/> Certified Mail Restricted Delivery   | \$      |
| <input type="checkbox"/> Adult Signature Required             | \$      |
| <input type="checkbox"/> Adult Signature Restricted Delivery  | \$      |

## Postage

\$ 1.42

## Total Postage and Fees

\$ 7.72

## Sent To

PPG INDUSTRIES, INC.  
 ONE PPG PLACE  
 PITTSBURGH PA 15272

Postmark  
 Here

Castro v. PPG  
 Industries, Inc.

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions



## SENDER: COMPLETE THIS SECTION

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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

## 1. Article Addressed to:

SIERRACIN/SYLMAR CORPORATION  
12780 SAN FERNANDO ROAD  
SYLMAR CA 91342



9590 9403 0424 5163 3653 96

## 2. Article Number (Transfer from service label)

7019 0700 0001 7653 0912

PS Form 3811, April 2015 PSN 7530-02-000-9053

## COMPLETE THIS SECTION ON DELIVERY

## A. Signature

**X**
☐ Agent  
☐ Addressee

## B. Received by (Printed Name)

## C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
 If YES, enter delivery address below: ☐ No

## 3. Service Type

- |                                                                  |                                                                     |
|------------------------------------------------------------------|---------------------------------------------------------------------|
| <input type="checkbox"/> Adult Signature                         | <input type="checkbox"/> Priority Mail Express®                     |
| <input type="checkbox"/> Adult Signature Restricted Delivery     | <input type="checkbox"/> Registered Mail™                           |
| <input checked="" type="checkbox"/> Certified Mail®              | <input type="checkbox"/> Registered Mail Restricted Delivery        |
| <input type="checkbox"/> Certified Mail Restricted Delivery      | <input type="checkbox"/> Return Receipt for Merchandise             |
| <input type="checkbox"/> Collect on Delivery                     | <input type="checkbox"/> Signature Confirmation™                    |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Registered Mail™                        |                                                                     |
| <input type="checkbox"/> Registered Mail Restricted Delivery     |                                                                     |

Domestic Return Receipt

SIERRACIN/SYLMAR CORPORATION  
12780 SAN FERNANDO ROAD  
SYLMAR CA 91342

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For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.**OFFICIAL USE**

## Certified Mail Fee

\$ 3.50

## Extra Services &amp; Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$ 2.80  
☐ Return Receipt (electronic) \$  
☐ Certified Mail Restricted Delivery \$  
☐ Adult Signature Required \$  
☐ Adult Signature Restricted Delivery \$

## Postage

\$ 1.42

## Total Postage and Fees

\$ 7.72

## Sent To

SIERRACIN/SYLMAR CORPORATION

## Street and Apt. No., or P.O. Box No.

12780 SAN FERNANDO ROAD

## City, State, ZIP+4®

SYLMAR CA 91342

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Postmark  
HereCastro v. Sierracin/  
Sylmar Corporation

7019 0700 0001 7653 0912

ine  
 W APC  
 Park East, Ste 1000  
 CA 90067



7019 0700 0001 7653 0912



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

SIERRACIN CORPORATION

12780 SAN FERNANDO ROAD

SYLMAR CA 91342



9590 9403 0424 5163 3654 02

2. Article Number (Transfer from service label)

7019 0700 0001 7653 0929

PS Form 3811, April 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

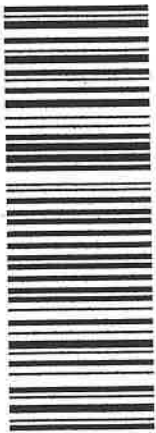
3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Registered Mail
- ☐ Registered Mail Restricted Delivery (if \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

CERTIFIED MAIL



7019 0700 0001 7653 0929

SIERRACIN CORPORATION  
12780 SAN FERNANDO ROAD  
SYLMAR CA 91342

# U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only

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OFFICIAL USE

Certified Mail Fee

\$ 3.50

Extra Services &amp; Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$ 2.80
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.42

Total Postage and Fees

\$ 7.72

Sent To

SIERRACIN CORPORATION

Street and Apt. No., or P.O. Box No.

12780 SAN FERNANDO ROAD

City, State, ZIP+4® SYLMAR CA 91342

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Postmark

Here  
Castro V. Sierracin  
Corporation

one  
AW APC  
Park East, Ste 1000  
CA 90067



## SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

SIERRACIN CORPORATION  
ONE PPG PL  
PITTSBURGH PA 15272



9590 9403 0424 5163 3654 33

2. Article Number (Transfer from service label)

7019 0700 0001 7653 0936

PS Form 3811, April 2015 PSN 7530-02-000-9053

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent  
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
 If YES, enter delivery address below: ☐ No

3. Service Type

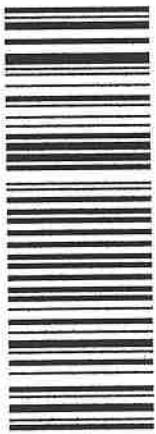
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Insured Mail  
 Restricted Delivery  
 (over \$500)

Domestic Return Receipt

SIERRACIN CORPORATION  
ONE PPG PL  
PITTSBURGH PA 15272



7019 0700 0001 7653 0936

one  
AW APC  
Park East, Ste 1000  
CA 90067

U.S. Postal Service™

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Domestic Mail Only

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## OFFICIAL USE

Certified Mail Fee

\$ 3.50

Extra Services &amp; Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$ 2.50
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.42

Total Postage and Fees

\$ 7.72

Sent To

SIERRACIN CORPORATION

Street and Apt. No., or PO Box No. ONE PPG PL

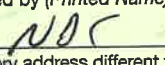
City, State, ZIP+4® PITTSBURGH PA 15272

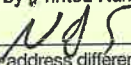
Postmark  
HereCastro V. Sierracin  
Corporation

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

7019 0700 0001 7653 0936

| SENDER: COMPLETE THIS SECTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  | COMPLETE THIS SECTION ON DELIVERY                                                                                                                                                                                                                                                                                                                                             |                                               |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|
| <p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>                                                                                                                                                                                                                                                                                                          |  | <p>A. Signature  <input type="checkbox"/> Agent<br/> <input checked="" type="checkbox"/> Addressee</p>                                                                                                                                                                                     |                                               |
| <p>1. Article Addressed to:</p> <p><b>SIERRACIN CORPORATION</b><br/> <b>12780 SAN FERNANDO ROAD</b><br/> <b>SYLMAR CA 91342</b></p>                                                                                                                                                                                                                                                                                                                                                                                                |  | <p>B. Received by (Printed Name)<br/> </p>                                                                                                                                                                                                                                                 | <p>C. Date of Delivery<br/> <b>2/3/20</b></p> |
| <p>2. Article Addressed to:</p> <p><b>SIERRACIN CORPORATION</b><br/> <b>12780 SAN FERNANDO ROAD</b><br/> <b>SYLMAR CA 91342</b></p>                                                                                                                                                                                                                                                                                                                                                                                                |  | <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes<br/>         If YES, enter delivery address below: <input type="checkbox"/> No</p>                                                                                                                                                                                                              |                                               |
| <p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery</p> <p><input checked="" type="checkbox"/> Certified Mail®</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery</p> <p><input type="checkbox"/> Insured Mail</p> <p><input type="checkbox"/> Registered Mail Restricted Delivery (over \$500)</p> |  | <p><input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Registered Mail™</p> <p><input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Signature Confirmation Restricted Delivery</p> |                                               |
| <p>2. Article Number (Transfer from service label)</p> <p><b>7019 0700 0001 7653 0929</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |                                                                                                                                                                                                                                                                                                                                                                               |                                               |
| <p>PS Form 3811, April 2015 PSN 7530-02-000-9053</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  | <p>Domestic Return Receipt</p>                                                                                                                                                                                                                                                                                                                                                |                                               |

| SENDER: COMPLETE THIS SECTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  | COMPLETE THIS SECTION ON DELIVERY                                                                                                                                                                                                                                                                                                                                             |                                              |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|
| <p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>                                                                                                                                                                                                                                                                                                           |  | <p>A. Signature  <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>X</p>                                                                                                                                                                                            |                                              |
| <p>1. Article Addressed to:</p> <p><b>SIERRACIN/SYLMAR CORPORATION</b><br/> <b>12780 SAN FERNANDO ROAD</b><br/> <b>SYLMAR CA 91342</b></p>                                                                                                                                                                                                                                                                                                                                                                                          |  | <p>B. Received by (Printed Name)<br/> </p>                                                                                                                                                                                                                                                 | <p>C. Date of Delivery<br/> <b>21320</b></p> |
| <p>2. Article Number (Transfer from service label)<br/> <b>7019 0700 0001 7653 0912</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                         |  | <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No<br/>         If YES, enter delivery address below:</p>                                                                                                                                                                                                              |                                              |
| <p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery</p> <p><input checked="" type="checkbox"/> Certified Mail®</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery</p> <p><input type="checkbox"/> Registered Mail</p> <p><input type="checkbox"/> Registered Mail Restricted Delivery (or \$500)</p> |  | <p><input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Registered Mail™</p> <p><input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Signature Confirmation Restricted Delivery</p> |                                              |
| <p>PS Form 3811, April 2015 PSN 7530-02-000-9053</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  | <p>Domestic Return Receipt</p>                                                                                                                                                                                                                                                                                                                                                |                                              |

| SENDER: COMPLETE THIS SECTION                                                                                                                                                                                               |                                                                     | COMPLETE THIS SECTION ON DELIVERY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |                                          |                                                 |                                                              |                                           |                                                     |                                                              |                                                             |                                                         |                                              |                                                  |                                                                  |                                                                     |                                                    |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------|-------------------------------------------------|--------------------------------------------------------------|-------------------------------------------|-----------------------------------------------------|--------------------------------------------------------------|-------------------------------------------------------------|---------------------------------------------------------|----------------------------------------------|--------------------------------------------------|------------------------------------------------------------------|---------------------------------------------------------------------|----------------------------------------------------|--|
| <p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>   |                                                                     | <p>A. Signature<br/> <input checked="" type="checkbox"/> <i>[Signature]</i> <input type="checkbox"/> Agent<br/> <input type="checkbox"/> Addressee</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |                                          |                                                 |                                                              |                                           |                                                     |                                                              |                                                             |                                                         |                                              |                                                  |                                                                  |                                                                     |                                                    |  |
| <p>1. Article Addressed to:</p> <p>SIERRACIN CORPORATION<br/> ONE PPG PL<br/> PITTSBURGH, PA 15272</p>  <p>9590 9403 0424 5163 3654 33</p> |                                                                     | <p>B. Received by (Printed Name)<br/> <i>Ed Steinhilber</i></p> <p>C. Date of Delivery</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                                          |                                                 |                                                              |                                           |                                                     |                                                              |                                                             |                                                         |                                              |                                                  |                                                                  |                                                                     |                                                    |  |
| <p>2. Article Number (Transfer from service label)<br/> 7019 0700 0001 7653 0936</p>                                                                                                                                        |                                                                     | <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes<br/> If YES, enter delivery address below: <input type="checkbox"/> No</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                          |                                                 |                                                              |                                           |                                                     |                                                              |                                                             |                                                         |                                              |                                                  |                                                                  |                                                                     |                                                    |  |
|                                                                                                                                                                                                                             |                                                                     | <p>3. Service Type</p> <table border="0"> <tr> <td><input type="checkbox"/> Adult Signature</td> <td><input type="checkbox"/> Priority Mail Express®</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Restricted Delivery</td> <td><input type="checkbox"/> Registered Mail™</td> </tr> <tr> <td><input checked="" type="checkbox"/> Certified Mail®</td> <td><input type="checkbox"/> Registered Mail Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail Restricted Delivery</td> <td><input type="checkbox"/> Return Receipt for Merchandise</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery</td> <td><input type="checkbox"/> Signature Confirmation™</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td> <td><input type="checkbox"/> Signature Confirmation Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Insured Mail (over \$500)</td> <td></td> </tr> </table> |  | <input type="checkbox"/> Adult Signature | <input type="checkbox"/> Priority Mail Express® | <input type="checkbox"/> Adult Signature Restricted Delivery | <input type="checkbox"/> Registered Mail™ | <input checked="" type="checkbox"/> Certified Mail® | <input type="checkbox"/> Registered Mail Restricted Delivery | <input type="checkbox"/> Certified Mail Restricted Delivery | <input type="checkbox"/> Return Receipt for Merchandise | <input type="checkbox"/> Collect on Delivery | <input type="checkbox"/> Signature Confirmation™ | <input type="checkbox"/> Collect on Delivery Restricted Delivery | <input type="checkbox"/> Signature Confirmation Restricted Delivery | <input type="checkbox"/> Insured Mail (over \$500) |  |
| <input type="checkbox"/> Adult Signature                                                                                                                                                                                    | <input type="checkbox"/> Priority Mail Express®                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                          |                                                 |                                                              |                                           |                                                     |                                                              |                                                             |                                                         |                                              |                                                  |                                                                  |                                                                     |                                                    |  |
| <input type="checkbox"/> Adult Signature Restricted Delivery                                                                                                                                                                | <input type="checkbox"/> Registered Mail™                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                          |                                                 |                                                              |                                           |                                                     |                                                              |                                                             |                                                         |                                              |                                                  |                                                                  |                                                                     |                                                    |  |
| <input checked="" type="checkbox"/> Certified Mail®                                                                                                                                                                         | <input type="checkbox"/> Registered Mail Restricted Delivery        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                          |                                                 |                                                              |                                           |                                                     |                                                              |                                                             |                                                         |                                              |                                                  |                                                                  |                                                                     |                                                    |  |
| <input type="checkbox"/> Certified Mail Restricted Delivery                                                                                                                                                                 | <input type="checkbox"/> Return Receipt for Merchandise             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                          |                                                 |                                                              |                                           |                                                     |                                                              |                                                             |                                                         |                                              |                                                  |                                                                  |                                                                     |                                                    |  |
| <input type="checkbox"/> Collect on Delivery                                                                                                                                                                                | <input type="checkbox"/> Signature Confirmation™                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                          |                                                 |                                                              |                                           |                                                     |                                                              |                                                             |                                                         |                                              |                                                  |                                                                  |                                                                     |                                                    |  |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery                                                                                                                                                            | <input type="checkbox"/> Signature Confirmation Restricted Delivery |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                          |                                                 |                                                              |                                           |                                                     |                                                              |                                                             |                                                         |                                              |                                                  |                                                                  |                                                                     |                                                    |  |
| <input type="checkbox"/> Insured Mail (over \$500)                                                                                                                                                                          |                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                          |                                                 |                                                              |                                           |                                                     |                                                              |                                                             |                                                         |                                              |                                                  |                                                                  |                                                                     |                                                    |  |
| PS Form 3811, April 2015 PSN 7530-02-000-9053                                                                                                                                                                               |                                                                     | Domestic Return Receipt                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |                                          |                                                 |                                                              |                                           |                                                     |                                                              |                                                             |                                                         |                                              |                                                  |                                                                  |                                                                     |                                                    |  |

| SENDER: COMPLETE THIS SECTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  | COMPLETE THIS SECTION ON DELIVERY                                                                                                                                  |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  | <p>A. Signature<br/> <input checked="" type="checkbox"/> <i>Ed Stehly</i> <input type="checkbox"/> Agent<br/> <input type="checkbox"/> Addressee</p>               |  |
| <p>1. Article Addressed to:</p> <p>PPG INDUSTRIES, INC.<br/>           ONE PPG PLACE<br/>           PITTSBURGH PA 15272</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  | <p>B. Received by (Printed Name)<br/> <i>Ed Stehly</i> C. Date of Delivery</p>                                                                                     |  |
| <p>2. Article Number (Transfer from service label)</p> <p>7019 0700 0001 7653 0905</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  | <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes<br/>           If YES, enter delivery address below: <input type="checkbox"/> No</p> |  |
| <p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™</p> <p><input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery</p> <p><input type="checkbox"/> Registered Mail Restricted Delivery (over \$500)</p> |  |                                                                                                                                                                    |  |
| <p>PS Form 3811, April 2015 PSN 7530-02-000-9053</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  | <p>Domestic Return Receipt</p>                                                                                                                                     |  |