

GRAHAMHOLLIS APC
 Graham S.P. Hollis (SBN 120577)
 ghollis@grahamhollis.com
 Vilmarie Cordero (SBN 268860)
 vcordero@grahamhollis.com
 Alex Kuner (SBN 323194)
 akuner@grahamhollis.com
 3555 Fifth Avenue Suite 200
 San Diego, California 92103
 Telephone: 619.692.0800
 Facsimile: 619.692.0822

Attorneys for Plaintiff Christopher Pinedo

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

CHRISTOPHER PINEDO, on behalf of all
 aggrieved employees of DEFENDANTS in the
 State of California

Plaintiff,

v.

BAGCRAFT PAPERCON I, LLC;
 PACKAGING DYNAMICS CORPORATION;
 NOVOLEX BAGCRAFT, INC.; BAGCRAFT
 PAPERCON I ZENITH LLC; ZENITH
 SPECIALTY BAG CO., INC.; and DOES 1
 through 50 inclusive

Defendant.

Case No.: 20PSCV00507

*Unlimited Civil- Amount Demanded Exceeds
 \$25,000.00*

**REPRESENTATIVE ACTION FOR PAGA
 PENALTIES**

[Labor Code § 2698, et. seq.]

Representative Claims Under the Labor Code
 Private Attorneys General Act (PAGA)

Plaintiff CHRISTOPHER PINEDO, individually and on behalf of all other aggrieved employees
 of Defendants BAGCRAFT PAPERCON I, LLC; PACKAGING DYNAMICS CORPORATION;
 NOVOLEX BAGCRAFT, INC.; BAGCRAFT PAPERCON I ZENITH LLC; ZENITH SPECIALTY
 BAG CO., INC.; and DOES 1 through 50 inclusive (collectively “Defendants”), alleges as follows:

I.

INTRODUCTION

1. Plaintiff CHRISTOPHER PINEDO (“Plaintiff”) brings this representative action
 pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.*
 (“PAGA”) on behalf of all other current, former, and future non-exempt employees of Defendants who

1 work or have worked in any non-exempt position in California and who have suffered at least one of the
2 wage and hour violations described herein during the applicable relevant time period (collectively the
3 “aggrieved employees”).

4 2. Defendants’ systemic pattern of Labor Code and IWC Wage Order violations toward
5 Plaintiff and other aggrieved employees in California include, but are not limited to:

- 6 a. Failure to provide an off-duty meal period of at least 30 minutes before the
7 commencement of the sixth hour of work;
- 8 b. Failure to authorize and permit off-duty paid rest periods;
- 9 c. Failure to pay all minimum and regular wages for all hours worked;
- 10 d. Failure to pay all overtime wages;
- 11 e. Failure to maintain accurate records;
- 12 f. Failure to provide accurate itemized wage statements;
- 13 g. Failure to timely pay all wages due during and upon separation of
14 employment.

15 3. Plaintiff brings this representative action against Defendants on behalf of all aggrieved
16 employees seeking only the recovery of civil penalties permitted pursuant to the California Labor Code
17 section 2698, *et seq.*, that are required to be shared with the LWDA. Plaintiff expressly disclaims the
18 recovery of any individual/victim specific relief or underpaid wages.

19 4. Plaintiff reserves the right to name additional representatives.

20 II.

21 PARTIES

22 A. Plaintiff

23 5. Plaintiff CHRISTOPHER PINEDO is a former employee of Defendants who, at all
24 relevant times, worked for Defendants in a non-exempt position in Los Angeles County.

25 6. Plaintiff is a resident of the State of California and currently resides in Los Angeles County.

26 7. At all relevant times, Plaintiff and, on information and belief, other aggrieved employees
27 were subject to the same policies, practices, and procedures governing their employment and their
28 payment of wages and hours worked.

1 **B. Defendants**

2 8. Defendant BAGCRAFT PAPERCON I, LLC is, on information and belief, a Delaware
3 corporation doing business in the City of Industry, California.

4 9. Defendant PACKAGING DYNAMICS CORPORATION is, on information and belief, a
5 Delaware corporation doing business in the City of Industry, California.

6 10. Defendant NOVOLEX BAGCRAFT, INC. is, on information and belief, a Delaware
7 corporation doing business in the City of Industry, California.

8 11. Defendant BAGCRAFT PAPERCON I ZENITH LLC is, on information and belief, a
9 California corporation doing business in the City of Industry, California.

10 12. Defendant ZENITH SPECIALTY BAG CO., INC. is, on information and belief, a
11 California corporation doing business in the City of Industry, California.

12 13. Defendants' wrongful conduct, as alleged herein, occurred in the County of Los Angeles
13 and in the State of California.

14 14. Plaintiff is informed and believes, and thereon alleges, that each Defendant, whether named
15 or fictitious, is and at all relevant times was authorized to do business and did business in the state of
16 California, and was Plaintiff's and other aggrieved employees' "employer" as defined in and subject to
17 the California Labor Code and the applicable IWC Wage Order.

18 15. Defendants were Plaintiff's employer or persons acting on behalf of Plaintiff's employer,
19 within the meaning of California Labor Code section 558, who violated or caused to be violated, a section
20 of Part 2, Chapter 1 of the California Labor Code or any provision regulating hours and days of work in
21 any order of the Industrial Welfare Commission and, as such, are subject to civil penalties as set forth in
22 Labor Code section 558, at all relevant times.

23 16. Defendants were Plaintiff's employers, or persons acting on behalf of Plaintiff's employer,
24 within the meaning of Labor Code section 558.1, who violated or caused to be violated at least one of
25 sections 203, 226, 226.7, 1193.6, 1194, or 2802 of the Labor Code and, as such, are subject to civil
26 penalties, as set forth in section 558.1, at all relevant times.

27 17. Defendants were Plaintiff's employer or persons acting on behalf of Plaintiff's employer
28 either individually or as an officer, agent, or employee of another person, within the meaning of California

1 Labor Code section 1197.1, who paid or caused to be paid to any employee a wage less than the minimum
2 fixed by California state law, and as such, are subject to civil penalties pursuant to Labor Code section
3 1194.2.

4 18. Each of the fictitiously named Defendants participated in the acts alleged in this Complaint.
5 The true names and capacities of the Defendants named as DOES 1 through 50, inclusive, are presently
6 unknown to Plaintiff. Plaintiff will amend this Complaint, setting forth the true names and capacities of
7 the fictitious Defendants, if and when their true names and capacities are ascertained. Plaintiff is informed
8 and believes, and on that basis alleges, that each of the fictitious Defendants participated in the acts alleged
9 in this Complaint.

10 19. Plaintiff and all other similarly situated and/or aggrieved employees are, and at all relevant
11 times were, non-exempt employees of each Defendant, including DOES 1 through 50 within the meanings
12 set forth in the California Labor Code and applicable IWC Wage Order.

13 20. Plaintiff is informed and believes that at all relevant times, each Defendant, whether named
14 or fictitious, was the agent, employee, or other person acting on behalf of every other Defendant and, in
15 participating in the acts alleged in this Complaint, acted within the scope of such agency or employment
16 and ratified the acts of each other Defendant.

17 21. Plaintiff is informed and believes that at all relevant times, each Defendant, whether named
18 or fictitious, exercised control over Plaintiff's and other similarly situated and/or aggrieved employees'
19 wages, hours, and/or working conditions.

20 22. Plaintiff is further informed and believes that at all relevant times, each Defendant, whether
21 named or fictitious, acted as the agent for the other Defendants, carried out a joint scheme, business plan,
22 or policy, and that the acts of each Defendant are legally attributable to the other Defendants.

23 23. Each Defendant, whether named or fictitious, was the alter ego of each of the other
24 Defendants at all relevant times herein.

25 24. A unity of interest and ownership between each Defendant, whether named or fictitious,
26 exists such that all Defendants acted as a single employer of Plaintiff and all other aggrieved employees.

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III.

JURISDICTION AND VENUE

25. This Court has subject matter jurisdiction to hear this case because Plaintiff is informed and believes that the civil penalties and monetary relief sought herein for Defendants' conduct exceeds the minimum jurisdictional limits of the Superior Court.

26. Venue is proper in Los Angeles County pursuant to Code of Civil Procedure §§ 395(a) and 395.5 because Defendants maintain offices and transact substantial business in Los Angeles County, Defendants employed Plaintiff and other aggrieved employees in Los Angeles County, and the unlawful acts alleged herein that arose in Los Angeles County have a direct effect on Plaintiff and other aggrieved employees within Los Angeles County.

IV.

GENERAL ALLEGATIONS

27. Plaintiff CHRISTOPHER PINEDO is a former employee of Defendants who worked as an Operator from approximately November 18, 2019 to December 3, 2019.

28. Throughout the time of his employment, Plaintiff was an hourly employee paid at a rate of \$16.00 per hour, who typically worked eight-hour shifts.

29. On information and belief, Plaintiff and other aggrieved employees of Defendants were denied specific rights afforded to them under the California Labor Code and applicable IWC Wage Order.

30. Defendants had a pattern and practice of not providing Plaintiff and, on information and belief, other aggrieved employees with legally compliant meal periods, even though Plaintiff and other aggrieved employees worked more than six (6) hours during their workday.

31. Pursuant to Defendants' policies and procedures, Plaintiff and, on information and belief, other aggrieved employees of Defendants regularly took on-duty or interrupted meal breaks, short meal breaks which lasted fewer than thirty (30) minutes, late meal breaks after the end of their fifth hour, or did not take a meal break at all. Defendants had the pattern and practice of not relieving Plaintiff and other aggrieved employees of all duties for a thirty-minute off-duty meal period. Plaintiff and, on information and belief, other aggrieved employees were authorized only to take meal breaks at the same time as their supervisors and at the same times that the machines which they were operating would be shut down.

1 Pursuant to Defendants policies and practices, Plaintiff and, on information and belief, other aggrieved
2 employees were automatically deducted a thirty-minute meal period approximately four-and-a-half hours
3 into their shifts regardless of when or if meal periods were taken at all. Thus, as a result of Defendants'
4 illegal policies and practices, Plaintiff's and other aggrieved employees' typical work day almost always
5 involved a short, interrupted, late, or missed meal period, in violation of the applicable sections of the
6 California Labor Code and IWC Wage Order.

7 32. Defendants also had a pattern and practice of failing to authorize and permit Plaintiff and,
8 on information and belief, other aggrieved employees to take legally compliant rest periods of at least ten
9 minutes for every four-hour work period, or major fraction thereof. Rest periods were never taken due to
10 Defendants' policy of requiring employees to remain on-duty at all times when machines were running,
11 and due to Defendants' understaffing so that no other employees were available to relieve Plaintiff and
12 other aggrieved employees in order to take a rest period. Thus, as a result of Defendants' illegal policies
13 and practices, Plaintiff and, on information and belief, other aggrieved employees were regularly not
14 authorized or permitted to take legally compliant rest periods, in violation of the applicable sections of the
15 California Labor Code and IWC Wage Order.

16 33. Although Plaintiff's and, on information and belief, other aggrieved employees' meal and
17 rest periods were regularly missed, late, short, or on-duty, Defendants did not compensate Plaintiff and,
18 on information and belief, other aggrieved employees an additional hour of pay at their regular rate of pay
19 for each time that Plaintiff and other aggrieved employees were not authorized or permitted to take a
20 compliant meal or rest period, in violation of Labor Code § 226.7.

21 34. Defendants failed to properly pay Plaintiff and, on information and belief, other aggrieved
22 employees at least minimum, regular, and overtime wages owed for all time suffered or permitted to work,
23 because they were required to take on-duty meal periods.

24 35. Plaintiff and, on information and belief, other aggrieved employees were automatically
25 deducted 30 minutes of time to reflect a compliant meal period even though they remained subject to the
26 control of Defendants, and all such time spent performing duties while clocked out for meal periods should
27 have been considered compensable work hours. Defendants are therefore required to compensate Plaintiff
28 and other aggrieved employees for these hours accordingly.

1 36. As a direct result of these policies and practices, Plaintiff and other aggrieved employees
2 were not paid all minimum, regular, and overtime wages rightfully owed. Defendants automatically
3 entered Plaintiff's hours based on the times he was scheduled to work rather than having Plaintiff clock
4 in and out to accurately capture his time worked. Defendants also automatically deducted thirty minutes
5 of time to reflect accurate meal periods, even when one was not taken. Once Plaintiff was provided a
6 login to punch in and out using an actual time clock, Plaintiff had to wait in line for five to ten minutes
7 each day before being able to clock in and out.

8 37. Defendants similarly failed to provide Plaintiff and, upon information and belief, other
9 aggrieved employees with accurate itemized wage statements. For example, during the applicable
10 statutory period, Defendants failed to furnish Plaintiff and, on information and belief, other aggrieved
11 employees with itemized wage statements that correctly identified the correct amount of gross and net
12 wages earned or total hours worked at the applicable rate of pay by the employee, as required under
13 California Labor Code Section 226.

14 38. As a direct result of the illegal policies and procedures outlined above, Defendants failed
15 to maintain accurate records reflecting all of Plaintiff's and other aggrieved employees' time worked and
16 wages paid.

17 39. As a result of the illegal practices Defendants maintained, Defendants further failed to pay
18 Plaintiff and, on information and belief, other aggrieved employees all wages due and owing at the time
19 of their separation of employment within the time specified by Labor Code sections 201 and 202.

20 40. Defendants maintained a pattern and practice of failing to pay Plaintiff and other aggrieved
21 employees all wages due and owing during their employment within the time specified by Labor Code
22 section 204 because Defendants failed to pay Plaintiff and other aggrieved employees all minimum,
23 regular, and overtime wages earned for all the time they were suffered or permitted to work, engaged in
24 work and/or were under Defendants' control, as well as all meal and rest period premium wages.

25 41. To date, Defendants have not paid Plaintiff and, on information and belief, other aggrieved
26 employees all wages owed, including all minimum, regular, and overtime wages, and meal and rest period
27 premium wages.

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42. Based on the foregoing violations of the Labor Code and the applicable IWC Wage Order, Defendants engaged in unfair business practices in California, and willingly and knowingly engaged in an employment pattern and practice that violated Business and Professions Code section 17200 et seq. Plaintiff and, on information and belief, other aggrieved employees suffered damages due to Defendants' unfair, unlawful, and/or fraudulent actions.

V.

THE LABOR CODE PRIVATE ATTORNEYS GENERAL ACT ("PAGA")

REPRESENTATIVE ACTION DESIGNATION

43. Plaintiff re-alleges and incorporates by reference the allegations contained in the paragraphs above, as though fully set forth herein.

44. The first cause of action alleged herein is appropriately suited for a Labor Code Private Attorneys General Act of 2004 ("PAGA") action because:

- a. Pursuant to California Labor Code section 2699(a), any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of the California Labor Code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and all other current or former employees pursuant to the procedures specified in section 2699;
- b. This action involves allegations of violations of provisions of the California Labor Code that provide or do not provide for a civil penalty to be assessed and collected by the LWDA or any departments, divisions, commissions, boards, agencies, or employees;
- c. Plaintiff is an "aggrieved employee" because he was employed by the alleged violators and had one or more of the alleged violations committed against him;
- d. On April 6, 2020, Plaintiff satisfied the procedural requirements of section 2699.3 by serving the LWDA electronically and Defendants via Certified Mail with his notice for wage and hour violations and penalties, including the facts and theories to support each violation. A true and correct copy of Plaintiff's notice and proof of service is attached as

Exhibit A;

- e. More than 65 day have passed since Plaintiff served notice via Certified Mail to the LWDA and his employer. Therefore, Plaintiff satisfied all the administrative requirements to pursue civil penalties against Defendants pursuant to Labor Code section 2698, et seq.;
- f. Plaintiff filed this action pursuant to Labor Code section 2699(a) and (f), on behalf of himself and all other aggrieved employees of Defendants to recover civil penalties;
- g. Plaintiff seeks to recover all applicable civil penalties under PAGA on behalf of himself and all other aggrieved employees of Defendants in California.

VI.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

REPRESENTATIVE CLAIMS UNDER THE CALIFORNIA LABOR CODE PRIVATE

ATTORNEYS GENERAL ACT (PAGA)

(Labor Code section 2698, et seq.)

(Alleged by Plaintiff on behalf of all aggrieved employees of Defendants against all Defendants)

45. Plaintiff hereby incorporates by reference all preceding paragraphs set forth above as though fully set forth herein.

46. Pursuant to Labor Code section 2699(a), any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies, or employees for violation of the code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Labor Code section 2699.3.

47. Defendants employed Plaintiff, and Plaintiff had one or more of the alleged violations committed against him. Therefore, Plaintiff is an “aggrieved employee” under PAGA because the alleged violator employed him and he had one or more of the alleged violations committed against him. As such, Plaintiff is properly suited to represent the interests of other aggrieved employees in a PAGA Representative action.

48. This cause of action involves allegations of violations of Labor Code §§ 201, 202, 204,

223, 224, 225.5, 226(a), 226.7, 246, 510, 512, 1174(d), 1197, and 1198, which, pursuant to Labor Code §2699.5, provide for a civil penalty to be assessed and collected by the LWDA or recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Labor Code § 2699.3.

49. Plaintiff seeks civil penalties pursuant to the PAGA for violations of the following Labor Code provisions:

- a. Failure to provide Plaintiff and all other aggrieved employees lawfully compliant meal periods and failure to provide proper meal period premium compensation when no meal period was properly provided in violation of Labor Code sections 1198, 226.7, and 512;
- b. Failure to authorize and permit Plaintiff and all other aggrieved employees to take lawfully compliant rest periods and failure to provide a rest period premium when a compliant rest period was not taken in violation of Labor Code section 1198 and 226.7;
- c. Failure to pay Plaintiff and all other aggrieved employees all minimum, regular, and overtime wages for all the time they were suffered or permitted to work, engaged in work, and/or were under Defendants' control, in violation of Labor Code sections 223, 224, 510, 1194, 1197, and 1198;
- d. Failure to pay Plaintiff and all other aggrieved employees all overtime wages at the applicable overtime rate of pay for all the time they were suffered or permitted to work, engaged in work, and/or were under Defendants' control, in violation of Labor Code sections 223, 510, 1194, and 1198;
- e. Failure to timely pay Plaintiff and all other aggrieved employees all minimum, regular and overtime wages, as well as all meal and rest period premium wages, for all the time they were suffered or permitted to work, engaged in work, and/or were under Defendants' control in violation of Labor Code section 204;
- f. Failure to pay Plaintiff and all other aggrieved employees all minimum, regular and overtime wages, and all meal and rest period premium wages by the time set forth by law upon their separation of employment in violation of Labor Code sections 201 and 202;
- g. Failure to record accurate meal periods and work period times for Plaintiff and all other

aggrieved employees in violation of Labor Code section 1198 and 1174;

h. Failure to maintain accurate records of the start and end times of work and meal periods for Plaintiff and all other aggrieved employees, and knowingly and intentionally failing to provide Plaintiff and all other aggrieved employees of Defendants with accurate itemized wage statements in violation of Labor Code section 226;

i. Failure to comply with the maximum hours of work and the standard conditions of labor fixed by the IWC under the “Meal Periods,” Rest Periods,” “Hours and Days of Work,” and the “Records” sections of the applicable IWC Wage Order, by failing to provide compliant meal and rest periods, failing to pay meal and rest period premium wages, failing to pay all overtime wages, and failing to keep and provide accurate records in violation of Labor Code section 1198.

50. Plaintiff seeks to recover civil penalties required to be shared with the LWDA on behalf of himself and other aggrieved employees for Defendants’ violations of the Labor Code, including but not limited to Defendants’ violations of Labor Code sections 201, 202, 203, 204, 223, 224, 226, 226.7, 246, 510, 512, 1174, 1194, 1197, and 1198.

51. For all provisions of the Labor Code for which a civil penalty is not specifically provided, Labor Code section 2699(f) imposes upon Defendants a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent violation.

52. Defendants violated Labor Code sections 226.7, 512, and 1198 by failing to provide Plaintiff and aggrieved employees lawfully-compliant meal periods and by failing to pay them meal period premium wages for each day a meal period was not provided. Under Labor Code section 2699(f)(2), Defendants are subject to a civil penalty of \$100 for each aggrieved employee per pay period for the initial violation of Labor Code sections 226.7 and 1198, and \$200 for each aggrieved employee per pay period for each subsequent violation.

53. Defendants violated Labor Code sections 226.7 and 1198 by failing to authorize and permit Plaintiff and aggrieved employees to take duty-free rest periods and by failing to pay them rest period premium wages for each day a rest period was not provided. Under Labor Code section 2699(f)(2),

1 Defendants are subject to a civil penalty of \$100 for each aggrieved employee per pay period for the initial
2 violation of Labor Code sections 226.7 and 1198, and \$200 for each aggrieved employee per pay period
3 for each subsequent violation.

4 54. Defendants violated Labor Code sections 223, 1194, 1197, and 1198 by not paying Plaintiff
5 and other aggrieved employees at least minimum and regular wages for all the time they were suffered or
6 permitted to work, engaged in work and/or under Defendants' control, as alleged herein. Thus, under
7 Labor Code section 2699(f)(2), Defendants are subject to a civil penalty of \$100 for each aggrieved
8 employee per pay period for the initial violation of Labor Code sections 223, 1194, and 1198, and \$200
9 for each aggrieved employee per pay period for each subsequent violation.

10 55. Defendants violated Labor Code sections 223, 510, 1194, and 1198 by not paying Plaintiff
11 and other aggrieved employees all overtime wages earned for all the time they were suffered or permitted
12 to work, engaged in work, and/or were under Defendants' control, as alleged herein. At all relevant times,
13 Plaintiff and, on information and belief, other aggrieved employees were not paid all overtime when they
14 worked in excess of eight hours a workday or forty hours in a workweek. Thus, under Labor Code section
15 2699(f)(2), Defendants are subject to a civil penalty of \$100 for each aggrieved employee per pay period
16 for the initial violation of Labor Code sections 223, 1194, and 1198, and \$200 for each aggrieved employee
17 per pay period for each subsequent violation.

18 56. Under Labor Code section 225.5, Defendants, in addition to, and entirely independent and
19 apart from, any other penalty, are subject to a civil penalty for unlawfully withholding wages due Plaintiff
20 and other aggrieved employees in violation of Labor Code section 223 as follows: (1) for an initial
21 violation, one hundred dollars (\$100.00) for each failure to pay each employee, (2) for each subsequent
22 violation, or any willful or intentional violation, two hundred dollars (\$200.00) for each failure to pay
23 each employee, plus 25 percent of the amount unlawfully withheld. This amount shall be recovered on
24 behalf of the Labor Commissioner.

25 57. Defendants violated Labor Code sections 201, 202, and 1198 by not paying Plaintiff and
26 other aggrieved employees all minimum, regular, overtime, meal and rest premium wages owed by the
27 time set forth by law upon their separation of employment, as alleged herein. Thus, under Labor Code
28 section 2699(f)(2), Defendants are subject to a civil penalty of \$100 for each aggrieved employee per pay

1 period for the initial violation of Labor Code sections 201, 202, and 1198, and \$200 for each aggrieved
2 employee per pay period for each subsequent violation.

3 58. Defendants violated Labor Code sections 204 and 1198 by not paying Plaintiff and
4 aggrieved employees all minimum, regular, overtime, meal and rest period premium wages owed by the
5 time set forth by law during their employment, as alleged herein. Thus, under Labor Code section
6 2699(f)(2), Defendants are subject to a civil penalty of \$100 for each aggrieved employee per pay period
7 for the initial violation of Labor Code sections 204 and 1198, and \$200 for each aggrieved employee per
8 pay period for each subsequent violation.

9 59. Under Labor Code section 210(a), Defendants, in addition to and entirely independent and
10 apart from any other penalty, are subject to a civil penalty for failing to pay the wages of each aggrieved
11 employee as provided in Labor Code section 204, as follows: (1) for any initial violation, one hundred
12 dollars (\$100) for each failure to pay each aggrieved employee, (2) for each subsequent violation, or any
13 willful or intentional violation, two hundred dollars (\$200) for each failure to pay each aggrieved
14 employee, plus 25 percent of the amount unlawfully withheld. This amount shall be recovered on behalf
15 of the Labor Commissioner.

16 60. Defendants violated Labor Code sections 226(a), 1174(d), and 1198 by failing to maintain
17 records detailing the proper applicable hourly rates of pay and accurate start and end times of any meal
18 periods, and knowingly and intentionally failing to maintain and provide Plaintiff and other aggrieved
19 employees of Defendants with wage statements itemizing accurately all information required by Labor
20 Code section 226(a), as alleged herein, including the total hours worked, all regular hours worked, all
21 overtime hours worked, the applicable hourly rate per hour worked, and the total wages earned. Thus,
22 under Labor Code section 2699(f)(2), Defendants are subject to a civil penalty of \$100 for each aggrieved
23 employee per pay period for the initial violation of Labor Code sections 226(a) and 1198, and \$200 for
24 each aggrieved employee per pay period for each subsequent violation.

25 61. Alternatively, Labor Code section 226.3 provides for a civil penalty in the amount of \$250
26 per violation in an initial citation and \$1,000 for each violation in a subsequent citation for which the
27 employer fails to provide an employee with a wage deduction statement or fails to keep the records
28 required in subdivision (a) of section 226.

62. Labor Code section 1174.5 provides for a civil penalty of \$500 for any person employing labor who willfully fails to maintain accurate and complete records required by subdivision (d) of section 1174.

63. For bringing this action, Plaintiff is additionally entitled to attorney's fees and costs incurred herein.

64. Plaintiff seeks to recover civil penalties on behalf of himself and other aggrieved employees for Defendants' violations of the Labor Code, including but not limited to Defendants' violations of Labor Code sections 201, 202, 203, 204, 223, 224, 226, 226.7, 246, 510, 512, 1174, 1194, 1197, and 1198, pursuant to Labor Code section 2698, *et seq.* The exact amount of the applicable penalties is in an amount to be shown according to proof at trial and within the jurisdictional limitations of this Court.

WHEREFORE, Plaintiff prays for relief as hereinafter requested.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

- a. For reasonable attorney's fees and costs of suit to the extent permitted by law, including pursuant to Labor Code sections 2699, *et seq.*;
- b. For civil penalties to the extent permitted by law pursuant to the Labor Code under the Private Attorneys General Act;
- c. For civil penalties for each initial and subsequent violation for each underpaid employee for each pay period for which the employee was underpaid; and
- d. For such other relief as the Court deems just and proper.

Dated: August 4, 2020

GRAHAMHOLLIS APC

By: 

GRAHAM S.P. HOLLIS
VILMARIE CORDERO
ALEX KUNER
Attorneys for Plaintiff
Christopher Pinedo

EXHIBIT A

May 22, 2020

Attorneys at Law

3555 Fifth Avenue Suite 200
San Diego, California 92103
619.692.0800 voice
619.692.0822 fax

www.grahamhollis.com

Alex Kuner
akuner@grahamhollis.com
619.546.4309 direct

VIA ONLINE ELECTRONIC FILING

California Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

CERTIFIED MAIL (RETURN RECEIPT)

Bagcraft Papercon I, LLC
251 Little Falls Drive
Wilmington, DE 19808

Packaging Dynamics,
Corporation 251 Little Falls
Drive Wilmington, DE 19808

Novolex Bagcraft, Inc.
101 E. Carolina Ave.
Hartsville, SC 29550

Bagcraft Papercon I Zenith LLC
17525 East Railroad Street
City of Industry, CA 91748

Zenith Specialty Bag Co. Inc.
17625 Railroad Street
City of Industry, CA 91748

Re: ***Christopher Pinedo's Wage and Hour Claims Against
Bagcraft Papercon I, LLC; Packaging Dynamics,
Corporation; Novolex Bagcraft, Inc.; Bagcraft Papercon I
Zenith, LLC; and Zenith Specialty Bag Co., Inc.***

Attn: Labor and Workforce Development Agency and Bagcraft Papercon
I, LLC; Packaging Dynamics, Corporation; Novolex Bagcraft, Inc.;
Bagcraft Papercon I Zenith, LLC; and Zenith Specialty Bag Co., Inc.:

Graham S.P. Hollis

Vilmarie Cordero

Nathan Reese

Hali Anderson

David Lin

Erick Dos Santos

Alex Kuner

Monique Rodriguez

Please be advised that Christopher Pinedo (“Claimant”) has retained our law firm to represent him for various claims against his former employers, Bagcraft Papercon I, LLC; Packaging Dynamics, Corporation; Novolex Bagcraft, Inc.; Bagcraft Papercon I Zenith, LLC; and Zenith Specialty Bag Co., Inc. (collectively “Bagcraft” or “the Company”).

This letter shall serve as Claimant’s written notice to the California Labor and Workforce Development Agency (“LWDA” and to the Company of alleged violations of the California Labor Code which Claimant alleges the Company committed against him and all other aggrieved employees in California. Claimant provides this notice in accordance with Section 2699.3 of the Labor Code Private Attorneys General Act of 2004 (“PAGA”. Claimant desires to file a civil action to enforce his rights under the Labor Code and seek compensation accordingly.

Pursuant to California Labor Code Section 2699(a, and by way of this letter, Claimant also intends to represent all other current and former non-exempt employees who performed work for the Company in California during the relevant time period and who have suffered at least one of the wage and hour violations described herein during their employment (collectively the “aggrieved employees”).

FACTUAL BACKGROUND

The following factual background is based upon the limited investigation Claimant has been able to conduct to date. Claimant reserves the right to amend this notice letter should additional information come to light at a later date.

Claimant worked as an Operator for Bagcraft Papercon I, LLC, a Novolex subsidiary, from November 18, 2019 to December 3, 2019. Claimant was an hourly employee paid at a rate of \$16.00 per hour. Claimant typically worked eight-hour shifts during this time.

The Company denied Claimant and other aggrieved employees specific rights afforded under the California Labor Code and applicable IWC Wage Order. The rights denied include, but are not limited to, the following: the Company failed to pay minimum, regular, and overtime wages rightfully owed, failed to provide, authorize, and permit legally compliant meal and rest periods, failed to pay meal and rest period premiums, failed to reimburse necessary business expenses, failed to maintain accurate records, and failed to issue accurate itemized wage statements.

Claimant and other aggrieved employees were not paid all minimum, regular and overtime wages rightfully owed, because the Company automatically entered Claimant’s hours based on the time he was scheduled to work rather than having Claimant clock in and out to capture the time he was actually present to work and be trained, and because the Company automatically deducted time for meal periods when Claimant did not take a meal period. Once Claimant was given a login to use the time punch machines, Claimant had to wait in line for five to ten minutes before being able to clock in and out before and after a shift. Claimant and other aggrieved employees’ time

was therefore not accurately captured at all times, and they were not paid all minimum, regular, and overtime wages rightfully owed for all hours worked.

The Company also did not provide Claimant and other aggrieved employees the opportunity to take compliant thirty-minute, off-duty meal periods before the start of the sixth hour of work. Rather, the Company required Claimant and other aggrieved employees to work through meal periods, or occasionally to take late, interrupted, short, or on-duty meal periods. Claimant and other aggrieved employees were only authorized to take meal breaks at the same time as their supervisors, or at the same times that the machines which they were operating would be shut down. Further, Claimant was automatically deducted a thirty-minute meal break period approximately four to four-and-a-half hours into his shift, even when he did not take a meal break until the sixth hour or later, if at all.

Likewise, Claimant typically worked shifts of 8 hours or more, and the Company did not permit Claimant and other aggrieved employees to take ten-minute, uninterrupted rest periods every four hours of work, or major fraction thereof, at any time during their shifts. Rest periods were never taken due to the Company's policy of requiring employees to remain on-duty at all times when machines were running, and due to the Company's policy of understaffing so that no other employees were available to relieve Claimant and other aggrieved employees. The Company's practices therefore made it impossible for Claimant and other aggrieved employees to complete their work while also taking compliant meal and rest breaks.

As a direct result of the Company's illegal policies and procedures outlined above, the Company failed to maintain accurate records reflecting all of Claimant's and other aggrieved employees' time worked and wages paid, in violation of California law. In addition, the wage statements issued by the Company did not include the correct amount of gross and net wages earned or total hours worked at the applicable rate of pay by the employee as required under California Labor Code Section 226.

As a direct result of the aforementioned Labor Code violations, the Company failed to timely pay Claimant and other aggrieved employees all wages due and payable, including minimum, regular, and overtime wages for all hours worked, and meal period and rest period premiums. Claimant was automatically clocked out for meal breaks even though he remained on duty, and Claimant and other aggrieved employees often had to wait in line for a five to ten minute period in order to clock in and out. As a result, the Company did not pay Claimant and other aggrieved employees the proper minimum, regular, and overtime wages rightfully owed. The Company also did not compensate Claimant and, on information and belief, other aggrieved employees, an additional hour of pay at the employee's regular rate of pay for all work periods during which a meal period or rest period was not provided, as required under California law. Thus, the Company owes Claimant and other aggrieved employees meal and rest period premiums for each workday Claimant and other aggrieved employees were not provided a compliant rest period.

For the same reasons, the Company also did not pay Claimant and other aggrieved employees all wages due and payable upon separation of employment, including minimum, regular, and overtime wages for all hours worked, as well as all meal period and rest period premiums owed, as required by Labor Code sections 201, 202, and 204.

Due to the foregoing California Labor Code violations, the Company denied Claimant and other aggrieved employees certain rights afforded them under the California Labor Code and IWC Wage Orders. Claimant makes these claims against the Company on behalf of himself and all other aggrieved current and former employees of the Company in California.

FAILURE TO PAY MINIMUM, REGULAR, AND OVERTIME WAGES

(Cal. Lab. Code Sections 223, 225.5, 510, 558, 1194, 1194.2, 1197, 1197.1, 1198, and the “Minimum Wages” and “Hours and Days of Work” sections of the Applicable IWC Wage Order)

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

California Labor Code Section 510 states: “Eight hours of labor constitutes a day’s work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.” The “Hours and Days of Work” and “Minimum Wages” sections of the applicable IWC Wage Order mandate the same requirements.

California Labor Code Section 1194(a) states: “[A]ny employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime

compensation, including interest thereon, reasonable attorney's fees, and costs of suit." Liquidated damages in an amount equal to the minimum wages unlawfully unpaid and interest thereon are provided for under California Labor Code Section 1194.2.

California Labor Code Section 223 states: "Where any statute or contract requires an employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage designated by statute or by contract." California Labor Code Section 225.5 provides that, "every person who unlawfully withholds wages due any employee in violation of Section...223 shall be subject to a civil penalty" of \$100 for each initial violation, and \$200 plus 25 percent of the amount unlawfully withheld for a subsequent violation.

As set forth above, the Company failed to pay Claimant and other aggrieved employees all minimum, regular, and overtime wages rightfully earned, as required by these laws. The Company failed to accurately record hours worked, required employees to perform work off the clock, and failed to pay meal period and rest period premiums. The Company therefore failed to properly compensate Claimant and other aggrieved employees for all hours worked. Claimant will pursue all available remedies for the Company's violations on behalf of himself and other aggrieved current and former employees to the extent allowed by law.

FAILURE TO PROVIDE, AUTHORIZE, AND PERMIT COMPLIANT MEAL PERIODS AND REST PERIODS OR PAY MEAL AND REST PERIOD PREMIUMS
(Cal. Lab. Code Sections 226.7, 512, 558, 1198, and the "Meal Periods" and "Rest Periods" sections of the Applicable IWC Wage Order)

California Labor Code Section 226.7(b) states: "An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission...." California Labor Code Section 226.7(c) states: "If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law...the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided."

California Labor Code Section 512(a) states: "An employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes" Section 512(a) goes on to state: "An employer shall not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes"

The "Meal Periods" section of the applicable IWC Wage Order states, "[n]o employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee."

Furthermore, “[i]f an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each work day that the meal period is not provided.”

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

The “Rest Periods” section of the applicable IWC Wage Order states, “[e]very employer shall authorize and permit employees to take rest periods, which insofar as practicable shall be in the middle of each work period. Nothing in this provision shall prevent an employer from staggering rest periods to avoid interruption in the flow of work and to maintain continuous operations, or from scheduling rest periods to coincide with breaks in the flow of work that occur in the course of the workday. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time for every four (4) hours worked, or major fraction thereof.” Furthermore, “[i]f an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the rest period is not provided.” The Wage Order further states, “[r]est periods need not be authorized in limited circumstances when the disruption of continuous operations would jeopardize the product or process of the work. However, the employer shall make up the missed rest period within the same workday or compensate the employee for the missed ten (10) minutes of rest time at his/her regular rate of pay within the same pay period.”

California Labor Code Section 1198 states: “The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the other or under conditions of labor prohibited by the order is unlawful.”

As set forth above, the Company failed to provide, authorize, or permit Claimant and other aggrieved employees with the opportunity to take uninterrupted, off-duty meal periods of at least 30-minutes before the start of their sixth hour of work, and did not provide, authorize, or permit Claimant and other aggrieved employees to take legally compliant rest periods, as required by California law. The Company would automatically clock out Claimant and other aggrieved employees prior to the fifth hour of work for a thirty-minute period, even if Claimant and other aggrieved employees did not take a meal period at that time. Consequently, Claimant and other aggrieved employees were entitled to receive one-hour of premium wages for each day a compliant meal period and rest period was not authorized or permitted. The Company has the pattern and

practice of paying neither meal period premium wages even though meal periods were consistently late, missed, or on-duty, nor for paying rest period premium wages even though rest periods were not taken. Claimant will pursue all available remedies for the Company's violations on behalf of herself and other aggrieved current and former employees to the extent allowed by law.

FAILURE TO MAINTAIN ACCURATE RECORDS

(Cal. Lab. Code Sections 1174, 1174.5, 1198, and the "Records" section of the applicable IWC Wage Order)

California Labor Code Section 1174 states: "Every person employing labor in this state shall:...(d) Keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to...employees employed at the respective plants or establishments."

The "Records" section of the applicable IWC Wage Order states that "[e]very employer shall keep accurate information with respect to each employee" including time records showing when the employee begins and ends each work period and meal period, total hours worked in the payroll period and applicable rates of pay, and total wages paid each payroll period.

California Labor Code Section 1174.5 imposes a civil penalty of \$500 for an employer's failure to maintain accurate and complete records. This civil penalty is in addition to the civil penalty of \$100 per pay period, per aggrieved employee that would be imposed pursuant to Cal. Lab. Code Section 2699 for a violation of Cal. Lab. Code Section 1174(d).

As set forth above, the Company violated these requirements by failing to accurately capture time worked by Claimant and other aggrieved employees, by auto-deducting thirty minutes of time within the first five hours worked even when a meal period was not taken, by forcing Claimant and other aggrieved employees to wait in line prior to clocking in or out, and by failing to pay meal period and rest period premium wages. Claimant will pursue all available remedies for the Company's violations on behalf of herself and other aggrieved current and former employees to the extent allowed by law.

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(Cal. Lab. Code Sections 226, 226.3, 248.5, 1198, and the "Records" section of the Applicable IWC Wage Order)

California Labor Code Section 226(a) states, in pertinent part, that every employer shall provide an accurate, itemized wage statement in writing with respect to each of its employees showing: "(1) gross wages earned, (2) total hours worked by the employee..., (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid,...and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee"

California Labor Code Section 226(e) imposes a penalty of the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of \$4,000, and entitles an employee to an award of costs and reasonable attorney's fees. California Lab. Code Section 226.3 imposes an additional civil penalty on the employer of \$250 per employee per violation of Cal. Lab. Code Section 226(a) in an initial citation and \$1,000 per employee for each violation in a subsequent citation.

California Labor Code Section 248.5(e) provides that "any person or entity enforcing this article on behalf of the public as provided for under applicable state law shall, upon prevailing, be entitled only to equitable, injunctive, or restitutionary relief, and reasonable attorney's fees and costs."

The "Records" section of the applicable IWC Wage Order states that "[e]very employer shall semimonthly or at the time of each payment of wages furnish each employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately, an itemized statement in writing showing: (1) all deductions; (2) the inclusive dates of the period for which the employee is paid" It further states, in pertinent part: "Every employer shall keep accurate information with respect to each employee including the following:...(4) Total wages paid each payroll period,...(5) Total hours worked in the payroll period and applicable rates of pay."

As set forth above, the Company failed to provide Claimant and other aggrieved employees with accurate itemized wage statements that comply with the requirements of the California Labor Code because the wage statements issued did not accurately reflect the total regular and overtime hours worked, the correct amount of gross and net wages earned, and a correct number of hours worked at a particular hourly rate as required under Cal. Lab. Code Section 226. Claimant will pursue all available remedies for the Company's violations on behalf of herself and other aggrieved employees to the extent allowed by law.

**CIVIL PENALTIES FOR VIOLATION OF THE CALIFORNIA LABOR CODE AND
IWC WAGE ORDERS**

(Cal. Lab. Code Sections 558, 558.1, and 1197.1)

California Labor Code Section 558 subjects any employer or any person acting on behalf of an employer who violates Part 2, Chapter 1, of the California Labor Code (Cal. Lab. Code Sections 500-558.1) or any provision regulating the hours and days of work in any IWC Wage Order 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 in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred

dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.”

California Labor Code Section 558.1(a) states: “Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.” This includes owners, officers, directors, or managing agents of the employer, pursuant to California Labor Code Section 558.1(b).

Similarly, California Labor Code Section 1197.1 subjects any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by any order of the commission to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to California Labor Code Section 203 as follows: “(1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203. (2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203. (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to Section 203, recovered pursuant to this section shall be paid to the affected employee.”

As set forth above, the Company underpaid Claimant and other aggrieved employees by failing to pay them all regular, minimum, and overtime wages rightfully owed, as well as all meal period and rest period premium wages owed, as required under California Labor Code Sections 226.7, 510, 512, 1194, 1197, 1198, and the applicable sections of the applicable IWC Wage Orders. As a result, the Company is liable for civil penalties under California Labor Code Sections 558 and 1197.1. Claimant will pursue all available remedies for the Company’s violations on behalf of herself and other aggrieved employees of the Company in California to the extent allowed by law.

**ATTORNEY’S FEES, COSTS, INTEREST, LIQUIDATED DAMAGES, AND
PENALTIES**

(Cal. Lab. Code Sections 210, 218.5, 218.6, 225.5, 226(e), 558, 1194, 1194.2, 1197.1, and 2699,
et seq.)

California Labor Code Sections 210, 218.5, 218.6, 225.5, 226(e), 558, 1194, 1194.2, 1197.1, and 2699, *et seq.*, among others, give employees the right to recover in a civil action the

unpaid balance of the full amount of minimum wages, regular wages, overtime compensation, damages, liquidated damages, and penalties, including interest thereon, as well as reasonable attorney's fees and costs.

Pursuant to California Labor Code Section 2699, *et seq.*, an aggrieved employee is entitled to 25% of the penalty assessment, which is \$100 for the first violation and \$200 for each subsequent violation, and 100% of the underpaid wages. Accordingly, the Company is liable for these items in addition to the unpaid wages. Claimant has already incurred actual damages, costs, and attorney's fees and she will continue to incur costs as a result of the Company's unlawful actions. Claimant will pursue all available remedies, including those provided by PAGA, for these violations on behalf of herself and other aggrieved employees.

CONCLUSION

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Claimant becomes aware of additional compensation owed to her or other losses incurred by her or by any other aggrieved employee of the Company, she reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action in her complaint.

Very truly yours,

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

Alex Kuner



May 27, 2020

Dear Reference 34908 00001 PINEDO BAGCRAFT REB:

The following is in response to your request for proof of delivery on your item with the tracking number:
9414 8108 9876 5060 1098 82.

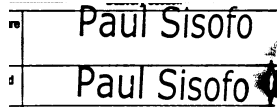
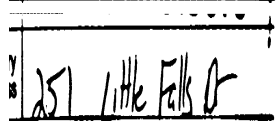
Item Details

Status:	Delivered
Status Date / Time:	May 26, 2020, 12:50 pm
Location:	WILMINGTON, DE 19808
Postal Product:	First-Class Mail®
Extra Services:	Certified Mail™ Return Receipt Electronic
Recipient Name:	Packaging Dynamics Corporation

Shipment Details

Weight:	3.0oz
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Recipient Signature

Signature of Recipient:	
Address of Recipient:	

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Sincerely,
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Washington, D.C. 20260-0004



May 27, 2020

Dear Reference 34908 00001 PINEDO BAGCRAFT REB:

The following is in response to your request for proof of delivery on your item with the tracking number:
9414 8108 9876 5060 1099 98.

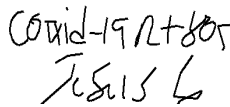
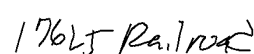
Item Details

Status:	Delivered, Left with Individual
Status Date / Time:	May 26, 2020, 5:16 pm
Location:	ROWLAND HEIGHTS, CA 91748
Postal Product:	First-Class Mail®
Extra Services:	Certified Mail™ Return Receipt Electronic
Recipient Name:	Zenith Specialty Bag Co Inc

Shipment Details

Weight:	3.0oz
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Recipient Signature

Signature of Recipient:	
Address of Recipient:	

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Washington, D.C. 20260-0004



May 27, 2020

Dear Reference 34908 00001 PINEDO BAGCRAFT REB:

The following is in response to your request for proof of delivery on your item with the tracking number:
9414 8108 9876 5060 1097 83.

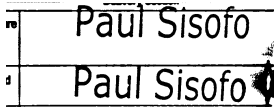
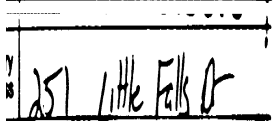
Item Details

Status:	Delivered
Status Date / Time:	May 26, 2020, 12:50 pm
Location:	WILMINGTON, DE 19808
Postal Product:	First-Class Mail®
Extra Services:	Certified Mail™ Return Receipt Electronic
Recipient Name:	Bagcraft Papercon I LLC

Shipment Details

Weight:	3.0oz
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Recipient Signature

Signature of Recipient:	
Address of Recipient:	

Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

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May 27, 2020

Dear Reference 34908 00001 PINEDO BAGCRAFT REB:

The following is in response to your request for proof of delivery on your item with the tracking number:
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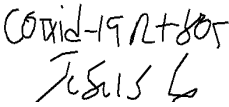
Item Details

Status:	Delivered, Left with Individual
Status Date / Time:	May 26, 2020, 5:16 pm
Location:	ROWLAND HEIGHTS, CA 91748
Postal Product:	First-Class Mail®
Extra Services:	Certified Mail™ Return Receipt Electronic
Recipient Name:	Bagcraft Papercon I Zenith LLC

Shipment Details

Weight:	3.0oz
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Recipient Signature

Signature of Recipient:	
Address of Recipient:	

Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

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Rachel Bray

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
Sent: Friday, May 22, 2020 10:23 AM
To: Rachel Bray
Subject: Thank you for submission of your PAGA Case.

5/22/2020

LWDA Case No. LWDA-CM-787709-20
Law Firm : GrahamHollis, APC
Plaintiff Name : Christopher Pinedo
Employer: Bagcraft Papercon I, LLC

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm