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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

SADIE ARMSTRONG, individually, and on behalf of aggrieved employees pursuant to the California Private Attorneys General Act; Plaintiffs, vs. TORAY ADVANCED COMPOSITES ADS, LLC, an unknown business entity; and DOES 1 through 100, inclusive, Defendants.	Consolidated Case No. 21CV376477 *Consolidated with Case Nos. 21CV386834 & 25CV464181* **CLASS AND PAGA ACTION** **DECLARATION OF DALIA KHALILI IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** Date: September 11, 2025 Time: 1:30 p.m. Dept.: 7
MARGARITA RODRIGUEZ-LOPEZ, individually, and on behalf other members of the general public similarly situated; Plaintiff, vs. TORAY ADVANCED COMPOSITES, INC., an unknown business entity; and DOES 1 through 100, inclusive, Defendants.	

MARGARITA RODRIGUEZ-LOPEZ, individually, and on behalf of aggrieved employees pursuant to the California Private Attorneys General Act;

Plaintiff,

vs.

TORAY ADVANCED COMPOSITES, INC., an unknown business entity; and DOES 1 through 100, inclusive,

Defendants.

DECLARATION OF DALIA KHALILI

I, Dalia Khalili, hereby declare as follows:

1. I am an attorney at law, licensed to practice in the State of California. I am the Chief Operating Officer and Senior Attorney at Matern Law Group, PC ("MLG"), counsel of record for plaintiff Sadie Armstrong ("Plaintiff Armstrong") in the above-entitled consolidated action.

2. I make this declaration on the basis of personal firsthand knowledge unless another source of information or belief clearly appears from the context, and as to all such matters, I believe them to be true. If called as a witness, I could and would readily and competently testify to all matters stated within.

3. I submit this declaration in support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement.

4. Plaintiff Armstrong worked for Defendant Toray Advance Composites ADS, LLC ("Defendant Toray ADS") as an hourly non-exempt employee from November 2018 (Agency) / February 2019 (Direct hire) to September 2020 as a Material Handler.

BACKGROUND

5. On October 7, 2020, Plaintiff Armstrong submitted a notice to Defendant Toray ADS and the Labor and Workforce Development Agency ("LWDA") pursuant to Labor Code section

2699.3. A true and correct copy of Plaintiff Armstrong's PAGA Notice is attached hereto as **Exhibit A**.

6. On March 8, 2021, Plaintiff Armstrong filed a complaint for penalties under the Labor Code Private Attorneys General Act ("PAGA"), Solano Superior Court Case No. FCS056173 (the "*Armstrong* Action").

7. On September 14, 2022, Plaintiff Armstrong and Defendant Toray ADS attended a mediation with Jeffrey Krivis, Esq. However, the mediation was unsuccessful and did not result in a settlement.

8. On November 10, 2022, the Court granted Defendant Toray ADS's Motion to Compel Arbitration. Then, on August 23, 2023, Plaintiff Armstrong and Defendant Toray ADS stipulated to return to Court.

9. On March 5, 2024, Plaintiff Armstrong attended a global mediation with Plaintiff Margarita Rodriguez-Lopez, Defendant Toray ADS, and Defendant Toray Advanced Composites, Inc. ("the Parties"), conducted by Monique Ngo-Bonnici, Esq., a well-regarded and experienced mediator. The Parties ultimately reached a settlement to resolve the Actions in their entirety.

10. Although Plaintiff Armstrong and her counsel were prepared to litigate the claims in this case, Plaintiff Armstrong and her counsel believe the proposed Settlement is fair, adequate and reasonable and support the proposed Settlement as being in the best interests of the proposed class.

11. On November 18, 2024, Judge Christine A. Garringer of Solano County entered an Order transferring the venue of the *Armstrong* Action (previously Solano Superior Court Case No. FCS056173) to Santa Clara Superior Court. On April 24, 2025, Santa Clara Superior Court filed a Notice of Transfer of Civil Matter in the *Armstrong* Action, updating the Case Number to 25CV464181.

12. On May 27, 2025, the Court entered an Order to Consolidate *Rodriguez-Lopez v. Toray Advanced Composites, Inc.* (Santa Clara Superior Court Case No. 21CV376477), *Rodriguez-Lopez v. Toray Advanced Composites, Inc.* (Santa Clara Superior Court Case No. 21CV386834), and *Armstrong v. v. Toray Advanced Composites ADS, LLC* Action (Santa Clara Superior Court Case No.

25CV464181) (collectively, the “Actions”) and name the *Rodriguez-Lopez* Class Action (Case No. 21CV376477) as the lead case for administration and filing purposes.

ADEQUACY OF REPRESENTATION AND QUALIFICATIONS OF CLASS COUNSEL

13. MLG is a 23-attorney law firm that is actively and continuously practicing in employment litigation, representing almost entirely employee plaintiffs in both individual and class actions, in Superior Courts throughout the State, in the Court of Appeal, and in various Federal courts. MLG is one of the larger plaintiffs’ employment law firms in California, with employment cases, including class, PAGA, and individual actions, representing over 95% of our caseload.

14. Matthew J. Matern (“Mr. Matern”), the principal of MLG, received a B.A. with honors in 1986 from Tulane University and my J.D. from Southwestern University School of Law in 1991. He became an active member of the State Bar of California in September 1992, and has been an active member in good standing continuously since then. He has been practicing as a litigation attorney in Los Angeles since 1992, and has been concentrating on employment litigation since approximately 1997.

15. In 1992, Mr. Matern founded the general partnership, which is the predecessor of Rastegar & Matern, Attorneys at Law, A Professional Corporation. In 2012, Mr. Matern founded Law Offices of Matthew J. Matern, which changed its name to Matern Law Group in January 2014 and to Matern Law Group, PC in May 2016. Since 1992, Mr. Matern has been heavily, successfully, and continuously involved in active litigation and trial work, including extensive work in employment litigation and wage and hour class actions.

16. Over the course of his career, Mr. Matern has been appointed class counsel in over 150 putative class and representative action settlements, with many of them settling in the seven figure range, including settlements in the amount of $140 million, $50 million, $26 million, $18 million, $9.75 million, $9.5 million, and $8.5 million. He has represented clients in numerous wage and hour class action lawsuits that settled with per-class-member recoveries in a range similar to the anticipated per-class-member recovery in the instant case.

17. Mr. Matern has also been appointed class counsel in over 35 certified wage and hour class action cases which involved contested certification proceedings.

18. Additionally, Mr. Matern has been counsel in a number of cases which resulted in published appellate victories, including *Argueta v. Worldwide Flight Services, Inc.* (Cal. Ct. App., Nov. 8, 2023, No. B306910) 2023 WL 8430285; *Zuniga v. Alexandria Care Center, LLC* (2021) 67 Cal. App. 5th 871; *Meeks v. AutoZone, Inc.*, (2018) 24 Cal.App.5th 855; *ABM Industries Overtime Cases* (2017) 19 Cal. App. 5th 277; *Julian v. Glenair, Inc*. (2017) 19 Cal. App. 5th 277; *Franco v. Athens Disposal Company, Inc.* (2009) 171 Cal. App. 4th 1277; *Gutierrez v. California Commerce Club* (2010) 187 Cal. App. 4th 969; *Pantoja v. Anton* (2011) 198 Cal. App. 4th 87; *Fuentes v. AutoZone, Inc.* (2011) 200 Cal. App. 4th 1221; *Ventura v. ABM Industries, Inc.* (2012) 212 Cal. App. 4th 258; and *Franco v. Arakelian Enterprises, Inc.* (2012) 211 Cal. App. 4th 314; and other non-published appellate victories.

19. Of the 23 attorneys at MLG, Mr. Matern is the attorney with the most active trial and pretrial calendar. He has personally tried approximately 25 cases, including approximately 20 jury trials.

20. Mr. Matern's work has led him to be recognized as a Southern California Super Lawyer every year since 2009.

21. I am a Senior Attorney and the Chief Operating Officer at MLG. I graduated from the University of California, Los Angeles in 2002 and received my J.D. degree from the University of California, Hastings College of the Law (now known as University of California, College of the Law) in 2007. I have been an active member of the California State Bar in good standing since 2007, and I have experience with single-plaintiff and class action lawsuits in state and federal courts throughout California. I have significant experience handling and resolving wage and hour class action matters involving claims relating to meal and rest break violations, minimum wage and overtime violations, and other wage theft issues. I have prevailed in both bench and jury trials on employment matters that I have first-chaired. Most noteworthy was a $2,500,000 judgment in a sexual harassment case that I obtained on behalf of two plaintiffs in *Juana Barba v. Blue Boys, Inc.,* Los Angeles County Superior

Court Case No. BC352054. I was selected to the Southern California Super Lawyers Rising Stars list from 2015 to 2021, the Southern California Super Lawyers Rising Stars Up-and-Coming 50 Women from 2020 to 2021, and the Southern California Super Lawyers Rising Stars Up-and-Coming 100 for 2021. I was also recognized as a Southern California Super Lawyer for 2023 through 2025.

22. MLG has been counsel in many cases which resulted in published appellate victories including two of the leading "me-too" witness cases in California, *Pantoja v. Anton* (2011) 198 Cal.App.4th 87 and *Meeks v. Autozone, Inc.* (2018) 24 Cal.App.5th 855. Other published appellate victories include *Ibarra v. Chuy & Sons Labor, Inc.* (2024) 102 Cal.App.5th 874; *Argueta v. Worldwide Flight Servs., Inc.* (2023) 97 Cal.App.5th 822 (reversal of defense verdict in sexual harassment trial); *Davis v. Shiekh Shoes*, *LLC* (2022) 84 Cal.App.5th 956 (affirming order denying motion to compel arbitration); *Zuniga v. Alexandria Care Center, LLC* (2021) 67 Cal.App.5th 871 (defense verdict in PAGA bench trial reversed); *Julian v. Glenair, Inc.* (2017) 17 Cal.App.5th 853; *ABM Industries Overtime Cases* (2017) 19 Cal.App.5th 277; *Tellez v. Rich Voss Trucking, Inc*. (2015) 240 Cal.App.4th 1052 (reversing order denying motion for class certification); *Ventura v. ABM Industries Inc*. (2012) 212 Cal.App.4th 258; *Franco v. Arakelian Enters., Inc*. (2012) 211 Cal.App.4th 314; *Fuentes v. AutoZone, Inc*. (2011) 200 Cal.App.4th 1221; *Gutierrez v. California Commerce Club* (2010) 187 Cal.App.4th 969; and *Franco v. Athens Disposal Co., Inc*. (2009) 171 Cal.App.4th 1277. Unreported appellate victories include, inter alia, *Miranda v. Guess Retail, Inc*. (Cal. Ct. App., June 25, 2024, No. B323439) 2024 WL 3158208; *Fredeen v. California Cemetery and Funeral Services, LLC* (Cal. Ct. App., June 11, 2024, No. B326031) 2024 WL 2930024; *Morales v. Garfield Beach CVS, LLC* (Cal. Ct. App., Jan. 31, 2024, No. B312212) 2024 WL 356877 (affirming approval of class action and PAGA settlement); *Gabourel v. Luxottica of America, Inc*. (9th Cir., Jan. 24, 2024, No. 23-55185) 2024 WL 260963 (affirming order denying motion to compel arbitration); *Brown v. Cedars-Sinai Medical Center* (Cal. Ct. App., Dec. 6, 2023, No. B324446) 2023 WL 8442072 (affirming order denying petition to compel arbitration); *Schwade v. South Pasadena Rehabilitation Center, LLC* (Cal. Ct. App., Dec. 5, 2023, No. B318644) 2023 WL 8414880 (reversing costs award to defendants in Labor Code action); *Mendocino Farms Wage and Hour Cases* (Cal. Ct. App., Dec.

4, 2023, No. C096869) 2023 WL 8376119 (affirming approval of class action settlement); *Haaverson v. Tavistock Freebirds, LLC* (Cal. Ct. App., Aug. 18, 2023, No. A164043) 2023 WL 5318401 (affirming attorney fee award in PAGA case); *Madeira v. Converse, Inc*. (9th Cir., Aug. 16, 2023, No. 22-55161) 2023 WL 5275011 (reversing denial of class certification for regular rate of pay subclass); *Rojas v. Glenair, Inc*. (Cal. Ct. App. Aug. 3, 2020) No. B302402, 2020 WL 4435156 (reversing order sustaining demurrer without leave to amend under relation-back theory); *Navarro v. 4 Earth Farms, Inc*. (Cal. Ct. App. Feb. 8, 2019) No. B284853, 2019 WL 493781 (affirming judgment in sexual harassment jury trial); *Soto v. Superior Court of San Bernardino Cty*. (Cal. Ct. App. Sept. 9, 2019) No. E071920, 2019 WL 4254631 (writ issued); *Pauley v. CF Entertainment* (9th Cir. 2019) 773 F. App'x 357 (reversing order dismissing comedy writers' claims against their employer for violation of the Labor Code and against their union for breach of duty of fair representation); *Pauley v. CF Entertainment* (9th Cir. 2016) 646 F. App'x 498 (same); *Olivares v. Fountain Valley Regional Hospital and Medical Center* (Cal. Ct. App., Jan. 9, 2018) 2018 WL 330134 (affirming order denying motion to compel arbitration); and *Christman v. Apple Am. Grp. II, LLC* (Cal. Ct. App. Oct. 4, 2017) No. B271937, 2017 WL 4402124 (affirming denial of motion to compel arbitration of PAGA claim); *Cacho v. Eurostar, Inc., No. S260295* (request for depublication of opinion granted by California Supreme Court); and *Starks v. Vortex Industries, Inc., No. S264854* (same).

23. Joshua D. Boxer is a Senior Associate Attorney and a member of the firm's management team. He graduated with honors from the University of California, Santa Barbara in 1999, and received his J.D. from the University of California, Davis School of Law, where he served as Vice Chair of the Moot Court Board and on the school's Trial Practice Honor Board, earning the Order of Barristers Award. He has been an active member of the California State Bar in good standing since November of 2003. This is his twenty-second year representing plaintiffs in employment litigation. Throughout his career, he have achieved a number of appellate victories, including *Jesus Mendoza v. Century Fast Foods*, No. B267158, 2016 WL 6610287 (Cal. Ct. App. Nov. 9, 2016), and *In re Wal-Mart Wage & Hour Emp. Pracs. Litig.*, 737 F.3d 1262 (9th Cir. 2013); and reached dozens of six and seven-figure settlements. He has argued before the California Court of Appeals, Ninth

Circuit Court of Appeals, Sixth Circuit Court of Appeals, and the Massachusetts Court of Appeals. He has also tried employment cases throughout the state, including in Los Angeles County, the City and County San Francisco, Marin County, Madera County, Fresno County, Santa Clara County, and in the Central District of California. Mr. Boxer obtained a number of favorable jury verdicts in employment matters, including a jury verdict of over $25 million in *Valladares v. Madera Quality Nut*, and a total award of over $1.5 million in *Aguilar v. Blaze Pizza* in Los Angeles County following a jury verdict in favor of a plaintiff asserting sexual harassment and wrongful termination claims. He also served as lead trial counsel in *Vandenberg v. Santa Clara County Fire Department*, a gender discrimination and retaliation case which resulted in an award of over $400,000 in favor of the County's first female fire captain. Mr. Boxer has been appointed class counsel in numerous wage-and-hour cases, as well as Interim Co-Lead Counsel in *MDL 2448: In re Anheuser-Busch Beer Labeling Litigation.* He also has the rare experience of trying a wage-and-hour class action to a jury in federal court, and one wage and hour class action trial in state court. As a result of his work, je was named a Northern California Rising Star from 2010-2013, and a Southern California Super Lawyer in 2022-2025. Boxer currently serves as a Volunteer Settlement Officer with Los Angeles County Superior Court's Employment Case Mandatory Settlement Conference Program ("Resolve LA"), and he is also a volunteer mediator for the California Civil Rights Department (formerly Department of Fair Employment and Housing). Mr. Boxer is a long-standing member of the California Employment Lawyers Association.

24. Hayley M. Davis is an associate at MLG. Ms. Davis graduated from University of California, Berkeley in 2018 and earned her J.D. from University of California, Davis School of Law in 2024. During law school, Ms. Davis externed for the Honorable Troy L. Nunley in the Eastern District of California and competed as a member of UC Davis's Trial Practice Honors Board. Ms. Davis was admitted to the State Bar of California in December 2024. Ms. Davis's practice involves representing employees in all aspects of employment litigation, including single-plaintiff and class action lawsuits.

25. MLG has invested time, resources, and expense in this case over the past four and a half years, with payment deferred to the end of the litigation and contingent on the outcome.

26. I am not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

27. I am not aware of any conflicts of interest between MLG and the Class Members. Further, no one at MLG has any financial interest in or otherwise has a relationship with Phoenix Class Action Administration Solutions which would create a conflict of interest.

CLASS REPRESENTATIVE SERVICE PAYMENT

28. The Settlement provides for a $10,000.00 Enhancement Payment to Plaintiff Armstrong. This payment is intended to recognize Plaintiff Armstrong's substantial effort and risks in assisting with the prosecution of the Action on behalf of the Class Members. Over the past approximately four and a half years, Plaintiff Armstrong has performed her duties as class representative by cooperating with her counsel and taking actions to protect the interests of the class. Plaintiff Armstrong provided valuable information and documents regarding missed meal and rest periods and unpaid minimum and overtime wages. Plaintiff Armstrong has kept informed of the developments in the case, informed my office of relevant information, provided the names of potential witnesses, and participated in decisions concerning this case. The information and documentation provided by Plaintiff was instrumental in establishing the wage and hour violations alleged in the action, and the recovery provided for in the Agreement may not have been possible to obtain without her participation. Ms. Armstrong devoted an estimated 10 hours of her time to this matter over the last four and a half years.

29. Plaintiff faced many risks in bringing their case as a class action. Because of Plaintiff's efforts, the Class Members will now have the opportunity to participate in a Settlement and recover payment for wage violations they may have never known or been willing to pursue on their own. If each Class Member attempted to pursue his or her legal remedies individually, each person would have been required to expend a significant amount of their own time and monetary resources.

30. This Action might not have been possible without the aid of Plaintiff Armstrong, who put her own time and effort into the litigation and placed herself at risk for the sake of the other Class Members. The requested service payment of $10,000.00 to Plaintiff Armstrong is therefore reasonable to compensate her for her active participation in the Action.

31. I am not aware of any conflicts of interest between Plaintiff and the Class Members.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on August 19, 2025, at Redondo Beach, California.

Dalia Khalili

EXHIBIT A

MATERN LAW GROUP, PC

1230 Rosecrans Avenue, Suite 200
Manhattan Beach, California 90266
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Tel: (310) 531-1900 | Fax: (310) 531-1901

October 5, 2020

Via Online Submission
California Labor & Workforce
Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Via Certified U.S. Mail – Return Receipt Requested
Toray Advanced Composites Ads LLC
2450 Cordelia Road,
Fairfield, CA 94534

Via Certified U.S. Mail – Return Receipt Requested
Toray Advanced Composites Ads LLC
18410 Butterfield Blvd.,
Morgan Hill, CA 95037

Re: **Notice Pursuant to California Labor Code § 2699.3**
Employee: Sadie Armstrong
Employer: Toray Advanced Composites Ads LLC

To Whom It May Concern:

This office represents Sadie Armstrong ("Ms. Armstrong"), who was employed by Toray Advanced Composites Ads LLC (collectively, "Toray"). Pursuant to the California Labor Code Private Attorneys General Act of 2004 ("PAGA"), Labor Code § 2698, *et seq.*, this letter sets forth the specific provisions of the Labor Code and Industrial Welfare Commission ("IWC") Wage Order No. 1-2001, which Ms. Armstrong alleges Toray violated, including the facts and theories to support the alleged violations. Please be advised that this letter constitutes written notice required by Labor Code § 2699.3, subdivisions (a)(1)(A) and (c)(1)(A) and may lead to immediate action against Toray in a court of law and/or administrative proceedings, as well as the imposition of substantial penalties and other remedies against Toray. Enclosed please find a draft of Ms. Armstrong's proposed complaint, which is incorporated by reference into this notice. Under separate cover, our office is sending a check in the amount of $75.00 to the Accounting Unit of the Department of Industrial Relations for the requisite filing fee, pursuant to Labor Code § 2699.3, subdivisions (a)(1)(B) and (c)(1)(B).

This letter also serves as notice of Ms. Armstrong's demand for preservation and non-spoliation of evidence, requesting that all relevant documents and data be saved and that all electronic files and hard-copy documents that are related to Ms. Armstrong's employment and potential claims must be preserved, even without a court order.

Spoliation of evidence may result in legal claims for damages and monetary and evidentiary sanctions, including "adverse inference" jury instructions. Furthermore, intentional spoliation of evidence may carry criminal consequences pursuant to California Penal Code § 135.

A detailed preservation and non-spoliation of evidence letter will follow under separate cover.

We are investigating a potential class and representative action on behalf of Toray's current and former non-exempt employees in the State of California regarding, among other things, the following violations: failure to provide meal and rest periods to employees in violation of Labor Code §§ 226.7 and 512 and Wage Order No. 1-2001, §§ 11-12; failure to pay one additional hour of compensation at the employee's regular rate of compensation for each workday that a meal or rest period is not provided in violation of Labor Code § 226.7 and Wage Order No. 1-2001, §§ 11(B) and 12(B); failure to pay employees minimum wages for all hours worked in violation of Labor Code §§ 1194, 1197 and 1197.1 and Wage Order No. 1-2001, § 4; failure to pay employees overtime wages in violation of Labor Code §§ 510 and 1194 and Wage Order No. 1-2001, § 3; failure to timely pay employees all wages earned in violation of Labor Code § 204; willful failure to pay all wages due to discharged and quitting employees in violation of Labor Code §§ 201-203; failure to furnish accurate itemized wage statements to employees in violation of Labor Code § 226; failure to maintain required records pursuant to Labor Code §§ 226, 1174 and 1174.5 and Wage Order No. 1-2001, § 7; and unlawful deductions and withholdings from employees' wages in violation of Labor Code §§ 221, 223 and 224.

The allegations made by Ms. Armstrong on behalf of herself and all other similarly-situated current and former non-exempt employees of Toray in the State of California during the four years preceding the date of this notice are based on the following facts and theories: meal periods were less than thirty minutes, late (first meal periods starting after the fifth hour of work and/or second meal periods starting after the tenth hour), not given at all (including second meal periods after ten hours of work), or interrupted; rest periods were less than ten minutes, not provided, interrupted, and/or late; employees were not provided one hour of pay for each workday a meal period was not provided; employees were not provided one hour of pay for each workday a rest break was not authorized and permitted; and employees were not paid proper minimum and overtime wages for all hours worked as required by California law.[1] Given the overtime, meal period and rest period violations and Toray's failure to compensate their employees fully, as set forth above, employees' wage statements were inaccurate and failed to comply with California law. In short, Toray's unlawful employment practices and policies have deprived their employees of earned wages and other compensation.

Failure to Provide Meal Periods

Pursuant to Labor Code §§ 226.7 and 512 and Wage Order No. 1-2001, § 11, an employer is required to provide meal periods to its employees. An employer must provide a meal period to any employee who works a shift of more than five (5) hours and a second meal period to any

[1] "[T]he statement that defendant has not provided its employees with proper rest periods states both the facts and the theory." *Gutierrez v. California Commerce Club, Inc.* (2010) 187 Cal.App.4th 969, 979 n.5.

employee who works a shift of more than ten (10) hours. Furthermore, an employer must pay one extra hour of compensation for each workday a meal period is not provided.

If an employee is not relieved of all duty during a meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. A paid "on duty" meal period is permitted only when 1) the nature of the work prevents an employee from being relieved of all duty and 2) the parties have agreed in writing to on duty meal periods.

Ms. Armstrong and other aggrieved employees are non-exempt employees and are entitled to the protections of California Labor Code §§ 226.7 and 512 and Wage Order No. 1-2001, § 11. Toray failed to provide their employees timely and uninterrupted thirty-minute meal breaks. In fact, Ms. Armstrong's and other aggrieved employees' meal periods were short (less than thirty minutes), late (first meal periods after the fifth hour of work and second meal periods after the tenth hour), interrupted and/or missed. Toray consistently failed to provide Ms. Armstrong and other aggrieved employees meal breaks because Ms. Armstrong and other aggrieved employees were given too much work to perform to take meal breaks.

Toray further violated Labor Coder § 226.7 and Wage Order No. 1-2001 by failing to compensate Ms. Armstrong and other aggrieved employees who were not provided with meal periods in accordance with California law one additional hour of pay at each employee's regular rate of compensation for each workday a meal period was not provided.

Failure to Authorize and Permit Rest Periods

Pursuant to Labor Code § 226.7 and Wage Order No. 1-2001, § 12, an employer is required to provide rest periods to its employees. An employer must provide a ten (10) minute rest period for every four (4) hours worked or major action thereof which insofar as practicable shall be in the middle of each work period. Furthermore, an employer must pay one extra hour of compensation for each workday a rest period is not authorized and permitted.

Ms. Armstrong and other aggrieved employees were and are non-exempt employees and are entitled to the protections of Labor Code § 226.7 and Wage Order No. 1-2001. Toray failed to authorize and permit their employees to take required rest periods. Specifically, Toray maintained a policy or practice of not authorizing and permitting Ms. Armstrong and other aggrieved employees to take one 10-minute rest break for shifts 3.5-6.0 hours, a second rest break for shifts greater than 6 hours and less than or equal to 10 hours, and a third rest break for shifts in excess of 10 hours. Toray consistently failed to authorize and permit Ms. Armstrong and other similarly-situated individuals to take rest breaks because Ms. Armstrong and other similarly-situated individuals were given too much work to perform to take rest breaks. When Ms. Armstrong and other aggrieved employees were able to take rest breaks, Toray failed to authorized and permit Ms. Armstrong and other aggrieved employees to take their rest breaks in the middle of each work period insofar as practicable.

Toray further violated Labor Code § 226.7 and Wage Order No. 1-2001, § 12 by failing to pay Ms. Armstrong and other aggrieved employees one additional hour of pay at each employee's regular rate of compensation for each workday a rest period was not authorized and permitted.

Failure to Pay Minimum Wages

Pursuant to Labor Code §§ 1194 and 1197 and Wage Order No. 1-2001, § 4, payment to an employee of less than the applicable minimum wage for all hours worked in a payroll period is unlawful.

Ms. Armstrong and other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code §§ 1194 and 1197 and Wage Order No. 1-2001, § 4. Toray failed to pay Ms. Armstrong and other aggrieved employees minimum wages for all hours worked by, among other things: requiring, suffering or permitting Ms. Armstrong and other similarly-situated individuals to work off-the-clock; requiring, suffering or permitting Ms. Armstrong and other aggrieved employees to work through their meal breaks but not compensating them for this time; illegally and inaccurately recording time worked by Ms. Armstrong and other aggrieved employees; failing to properly maintain Ms. Armstrong's and other aggrieved employees' records; failing to provide accurate itemized wage statements to Ms. Armstrong and other aggrieved employees for each pay period; and other methods to be discovered.

Toray's conduct violates Labor Code §§ 1194 and1197 and Wage Order No. 1-2001, § 4.

Failure to Pay Overtime Wages

Pursuant to California Labor Code §§ 510 and 1194 and Wage Order No. 1-2001, § 3, an employer must compensate its employees for all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive work day, with double time for all hours worked in excess of eight (8) hours on the seventh day of any workweek, or after twelve (12) hours in any workday.

Ms. Armstrong and other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code §§ 510 and 1194 and Wage Order No. 1-2001. Toray failed to compensate Ms. Armstrong and other aggrieved employees for all overtime hours worked as required under the foregoing provisions of the Labor Code and IWC Wage Order by, among other things: failing to pay overtime at one and one-half (1 ½) times or double the regular rate of pay as provided by Labor Code §§ 510 and 1194 and Wage Order No. 1-2001, § 3; requiring, suffering or permitting Ms. Armstrong and other aggrieved employees to work off-the-clock; requiring, suffering or permitting Ms. Armstrong and other aggrieved employees to work through meal periods but not compensating them for this time; illegally and inaccurately recording time worked by Ms. Armstrong and other aggrieved employees; failing to properly maintain Ms. Armstrong's and other aggrieved employees' records through falsifying hours worked; failing to provide accurate itemized statements to Ms. Armstrong and other aggrieved employees for each pay period; and other methods to be discovered.

In violation of California law, Toray have refused to perform their obligations to compensate Ms. Armstrong and other aggrieved employees for all wages earned and all hours worked. Toray's conduct violates Labor Code §§ 510 and 1194 and Wage Order No. 1-2001, § 3.

Failure to Timely Pay All Wages Earned

Pursuant to Labor Code § 204, an employer must pay its employees at least twice a month for all wages earned during the preceding pay period. Labor Code § 204 provides that labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. An employer using an alternate payday schedule must pay wages within seven calendar days of the end of the payroll period in which the wages were earned.

Toray failed to pay Ms. Armstrong and other aggrieved employees on their regularly scheduled payday for all work performed during the preceding pay period. Specifically, Toray required Ms. Armstrong and other aggrieved employees to work off-the-clock without compensation and required Ms. Armstrong and other aggrieved employees to work through required meal breaks without compensation. Additionally, Toray failed to pay Ms. Armstrong and other aggrieved employees premium wages owed for each workday a meal periods was not provided and each workday a rest period was not authorized and permitted.

Toray also failed to pay Ms. Armstrong and other aggrieved employees for the overtime wages they earned in violation of Labor Code § 204. Labor Code § 204 requires an employer to pay overtime wages no later than the payday for the next regular payroll period following the payroll period in which the overtime wages were earned. Toray knew they were required to pay overtime wages, yet on many occasions failed to pay Ms. Armstrong and other aggrieved employees overtime wages on any payday.

Failure to Pay All Wages Due Upon Separation

Pursuant to Labor Code § 201, 202 and 203, an employer is required to pay all earned and unpaid wages to an employee upon separation. Labor Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at the time of discharge are due and payable immediately. Pursuant to Labor Code § 202, an employer is required to pay all accrued wages due to an employee no later than 72 hours after the employee quits his or her employment, unless the employee provided 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.

Labor Code § 203 provides that if an employer willfully fails to pay, in accordance with Labor Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the employer is liable for waiting time penalties in the form of continued compensation to the employee at the same rate for up to thirty (30) days.

Toray willfully failed to pay accrued wages and other compensation to Ms. Armstrong and other aggrieved employees in accordance with Labor Code §§ 201 and 202. Because Toray required Ms. Armstrong and other aggrieved employees to work off-the-clock without compensation and through required meal breaks without compensation and failed to pay Ms. Armstrong and other aggrieved employees the premium wages for all meal periods which were not provided and all rest periods which were not authorized or permitted, Toray failed and continue to fail to pay the full earned and unpaid wages due to Ms. Armstrong and other aggrieved employees upon separation.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226 requires every employer to furnish each of its employees an accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) 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, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

Toray failed to provide Ms. Armstrong and other aggrieved employees with timely and accurate itemized wage statements in writing showing each employee's gross wages earned, total hours worked, the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, all deductions made, net wages earned, the inclusive dates of the period for which the employee is paid, the name and address of the legal entity or entities employing Ms. Armstrong and other aggrieved employees, and all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code § 226 and Wage Order No. 1-2001, § 7.

Specifically, Toray had knowledge they were not providing their employees with proper meal and rest breaks; nevertheless, Toray knowingly failed to include in the wage statements the extra hour of compensation owed for each workday a meal break was not provided and each workday a rest break was not authorized and permitted. As a result, Ms. Armstrong and other aggrieved employees lost wages. In addition, Toray had knowledge they were requiring employees to work off-the-clock and were not properly compensating their employees for all hours worked, yet Toray knowingly failed to include this time worked in the wage statements. As a result, Ms. Armstrong and other aggrieved employees lost wages. Toray also did not properly calculate the regular rate of pay of Ms. Armstrong and other aggrieved employees. As a result, Ms. Armstrong's and other aggrieved employees' wage statements did not include all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate.

Failure to Maintain Required Records

Toray failed to maintain records as required under Labor Code §§ 226 and 1174 and Wage Order No. 1-2001, § 7, including but not limited to the following records: total daily hours worked by each employee; applicable rates of pay; all deductions; meal periods; time records showing when each employee begins and ends each work period; and accurate itemized statements.

Specifically, Toray had knowledge they were not providing their employees with proper meal and rest breaks; nevertheless, Toray knowingly failed to include in the wage statements the extra hour of compensation owed for each workday a meal break was not provided and each workday a rest break was not authorized and permitted. In addition, Toray had knowledge they were requiring employees to work off-the-clock and were not properly compensating their employees for all hours worked, yet Toray knowingly failed to include this time worked in the regular rate of pay of aggrieved employees.

Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties

Labor Code § 2802(a) requires an employer to indemnify an employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of her his or her duties, or of his or her obedience to the directions of the employer. Toray failed to indemnify Ms. Armstrong and other aggrieved employees for all business expenses and/or losses incurred in direct consequence of the discharge of their duties while working under the direction of Toray, including but not limited to expenses for cell phones, uniforms, travel-related expenses, and other employment-related expenses, in violation of Labor Code § 2802.

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This notice is hereby given to Toray and any and all related and/or alter ego companies, corporations, partnerships, and/or business entities, as well as against any and all officers, owners, directors, managers, managing agents, or entities who are or may be liable under California law for any of the violations alleged herein as to any locations or employees who worked at any time in the State of California.

This notice is made on behalf of all persons who are, were, or will be non-exempt employees of Toray, or any related or alter-ego company, corporation, partnership, and/or business entity at any time on or after a date four years prior to the date of this letter in the State of California.

This notice shall be construed as extending without limitation to any past, present, future, or continuing violation of the Labor Code, the applicable IWC Wage Order, or any applicable regulation which might be discovered as a result of a reasonable and diligent investigation made pursuant to this notice.

This notice shall further represent Ms. Armstrong's reasonable attempt to settle her dispute with Toray prior to litigation. Pursuant to *Graham v. DaimlerChrysler Corp.*, 34 Cal. 4th 553 (2004), this notice serves to apprise Toray of Ms. Armstrong's aforementioned grievances and the proposed remedies as detailed below, while affording Toray reasonable opportunity to meet Ms. Armstrong's demands.

Demand is hereby made that Employer shall agree, in writing received at this office no later than 30 calendar days from the postmark date of this notice, as follows:

1. Toray shall pay Ms. Armstrong and all other similarly-situated persons employed by Toray at any time during the past 48 months back pay and compensation for the above-referenced violations.
2. Toray shall comply with all California labor laws and ensure that its non-exempt employees are paid proper overtime compensation and given required meal and rest periods.

3. Toray shall conduct a survey or interview all current and former non-exempt employees in California during the past 48 months to obtain information from them regarding the number of meal breaks which were not provided, the number of rest breaks which were not authorized and permitted, and the number of employees who were required to pay for cell phones, uniforms, travel-related expenses or other expenditures in the discharge of their duties, with the investigation to be completed within 60 days.

4. Toray shall pay each employee one hour of pay for each workday he or she was not authorized and permitted one or more rest periods, as required by Labor Code § 226.7. Toray also shall pay each employee one hour of pay for each workday he or she was not provided one or more and meal periods, as required by Labor Code § 226.7.

5. Toray shall reimburse those employees who were forced to pay for any business expenses incurred for Toray's benefit, including but not limited to cell phone, uniform, and travel-related expenses.

6. Toray shall pay waiting time penalties, equal to thirty days of pay, to each former employee who was not paid all wages due as described herein.

7. Toray shall pay accrued interest to all employees at the rate of ten percent per annum for said unpaid wages.

8. Toray shall pay all penalties arising from the violations of the Labor Code and IWC Wage Order sections referenced above and pursuant to PAGA, Labor Code § 2698 *et seq*., including but not limited to penalties under Labor Code §§ 206.5, 210, 225.5, 226.3, 558, 1174.5, 1182.12, 1197.1, 1198, 1199 and 2699 and Wage Order No. 1-2001, § 20.

If the Labor and Workforce Development Agency intends to investigate the allegations set forth herein, please notify this office of that decision by certified mail addressed to Matern Law Group, PC, 1230 Rosecrans Avenue, Suite 200, Manhattan Beach, California 90266. Additionally, please advise us if the Agency or Toray require additional information regarding Ms. Armstrong's complaints.

Thank you for your prompt attention to this matter.

Very truly yours,

MATERN LAW GROUP, PC

Corey B. Bennett, Esq.