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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ELIZABETH AMADOR, individually, and on behalf of aggrieved employees pursuant to the Private Attorneys General Act ("PAGA"); Plaintiff, v. M S INTERNATIONAL, INC., an Indiana corporation, and DOES 1 through 100, inclusive; Defendants.	Case No.: 22BBCV00450 **FIRST AMENDED COMPLAINT FOR CIVIL PENALTIES FOR VIOLATION OF LABOR CODE § 2698 *et seq.* (PRIVATE ATTORNEYS GENERAL ACT OF 2004)** Complaint Filed: June 21, 2022 Trial Date: None Set

Plaintiff ELIZABETH AMADOR ("Plaintiff") hereby submits her Complaint against Defendant M S INTERNATIONAL, INC., and DOES 1 through 100, inclusive; (collectively, "Defendants"), on behalf of herself and other current and former aggrieved employees of Defendants for penalties as follows:

INTRODUCTION

1. This representative action brought pursuant to Labor Code sections 2698 *et seq*. (Private Attorneys General Act of 2004 ("PAGA")) for Defendants' violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226(c), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 2800, and 2802, and the IWC Wage Orders.

2. This Complaint challenges Defendants' systemic illegal employment practices resulting in violations of the stated provisions of the Labor Code against the identified group of employees.

3. Plaintiff is informed and believes and thereon alleges that Defendants jointly and severally acted intentionally and with deliberate indifference and conscious disregard to the rights of all employees in (1) failing to pay all meal period wages and rest break wages, (2) failing to properly calculate and pay all minimum and overtime wages, (3) failing to provide accurate wage statements, (4) failing to pay all wages due and owing during employment and upon termination of employment, and (5) failing to reimburse all necessary business expenses.

JURISDICTION AND VENUE

4. This action is brought pursuant to PAGA. The civil penalties sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

5. This Court has jurisdiction over this action pursuant to California Constitution, Article VI, Section 10, which grants the Superior Court original jurisdiction in all causes except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

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6. This Court has jurisdiction over the violations of PAGA and Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226(c), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 2800, and 2802, and the IWC Wage Orders.

7. This Court has jurisdiction over all Defendants because, upon information and belief, each party has sufficient minimum contacts in California, or otherwise intentionally avails itself of California law so as to render the exercise of jurisdiction over it by the California courts consistent with traditional notions of fair play and substantial justice.

8. Venue is proper in this Court because, upon information and belief, the named Defendants transact business and/or have offices in this county, and the acts and omissions alleged herein took place in this county. Moreover, this action is brought on behalf of the State of California as a private attorney general and has jurisdiction in this venue.

PARTIES

9. Plaintiff ELIZABETH AMADOR is an individual residing in the State of California. Plaintiff was employed by Defendants within the statutory time period.

10. Plaintiff is informed and believes and thereon alleges that Defendants are licensed to do business and actually doing business in the State of California, including the County of Orange.

11. Plaintiff does not know the true names or capacities, whether individual, partner or corporate, of Defendants sued herein as DOES 1 through 100, inclusive, and for that reason, said Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend the complaint when the true names and capacities are known. Plaintiff is informed and believes and thereon alleges that each of Defendants designated as a DOE was responsible in some way for the matters alleged herein and proximately caused Plaintiff and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

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12. At all times herein mentioned, Defendants, and each of them, were agents, partners, joint venturers, representatives, servants, employees, successors-in-interest, co-conspirators and assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, representatives, servants, employees, successors, co-conspirators and assigns, and that all acts or omissions alleged herein were duly committed with ratification, knowledge, permission, encouragement, authorization, and consent of each Defendant designated herein.

13. As such, and based upon all the facts and circumstances incident to Defendants' business in California, Defendants are subject to PAGA and Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226(c), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 2800, and 2802, and the IWC Wage Orders.

CAUSE OF ACTION

VIOLATION OF PAGA

(AGAINST ALL DEFENDANTS BY PLAINTIFF)

14. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 13 as though fully set forth herein.

15. PAGA expressly establishes that any provision of the Labor Code which provides for a civil penalty to be assessed and collected by the California Labor and Workforce Development Agency ("LWDA"), or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

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16. On March 30, 2022, Plaintiff provided written notice to the LWDA and Defendants of the specific provisions of the Labor Code she contends were violated and the theories supporting her contentions. Attached hereto as **Exhibit 1** and incorporated by reference is a copy of the written notice to the LWDA. On November 5, 2024, Plaintiff provided an amended written notice to the LWDA and Defendants of the specific provisions of the Labor Code she contends were violated and the theories supporting her contentions. Attached hereto as **Exhibit 2** and incorporated by reference is a copy of the amended written notice to the LWDA. Plaintiff believes that on or about January 9, 2025, the sixty-five (65) day notice period will expire, and the LWDA will not take any action to investigate or prosecute this matter. Plaintiff has exhausted her administrative remedies.

17. Plaintiff and the other hourly-paid or non-exempt employees are "aggrieved employees" as defined by Labor Code section 2699, subdivision (c) in that they are all current and former hourly-paid or non-exempt employees who worked for Defendants within the State of California at any time during the period from March 30, 2021, through January 31, 2025 who have not signed general releases, and one or more of the alleged violations was committed against them.

Failure to Pay Minimum and Overtime Wages

18. At all times relevant herein, Defendants were required to compensate their non-exempt employees' minimum wages for all hours worked and overtime wages for all hours worked in excess of eight (8) hours in a day or forty (40) hours in a workweek, pursuant to the mandate of Labor Code sections 510, 1194, 1197, and 1198.

19. As a policy and practice, Defendants failed to compensate Plaintiff and other aggrieved current and former employees for all hours worked, resulting in a failure to pay all minimum wages and overtime wages, where applicable.

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Failure to Provide Paid Sick Leave

20. At all times relevant herein, Labor Code section 246 required Defendant to provide employees with paid sick leave of not less than one hour per every 30 hours worked. Labor Code section 246(l) also requires that paid sick leave be paid at a non-exempt employee's regular rate of pay for the workweek in which the employee uses paid sick time or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

21. During the relevant time period, Defendant failed to pay Plaintiff and other aggrieved employees with paid sick leave that complied with Labor Code section 246, by, for example, failing to pay paid sick leave at non-exempt employee's regular rate of pay or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

Failure to Provide Meal Periods and Rest Breaks

22. In accordance with the mandates of Labor Code sections 226.7 and 512, Defendants were required to authorize and permit their non-exempt employees to take a 10-minute rest break for every four (4) hours worked or major fraction thereof and were further required to provide their non-exempt employees with a 30-minute meal period for every five (5) hours worked.

23. As a policy and practice, Defendants failed to provide Plaintiff and other aggrieved current and former employees with legally mandated meal periods and rest breaks and failed to pay proper compensation for this failure.

Failure to Provide One Day's Rest in Seven

24. Labor Code section 551 states "[e]very person employed in any occupation of labor is entitled to one day's rest therefrom in seven." Section 552 further states "[n]o employer of labor shall cause his employees to work more than six days in seven."

25. Defendant required aggrieved employees to work seven days in a row or more without one day's rest.

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Requiring Employees to Sign Arbitration Agreements

26. Labor Code section 432.5 states "[n]o employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law.

27. Defendants required aggrieved employees to execute arbitration agreements as a condition of employment despite knowing that such agreements are prohibited under Labor Code section 432.6."

Failure to Timely Pay Wages During Employment

28. At all times relevant herein, Defendants were required to pay their employees within a specified time period pursuant to the mandate of Labor Code section 204.

29. As a policy and practice, Defendants failed to pay Plaintiff and other aggrieved current and former employees all wages due and owing them within the required time period.

Failure to Timely Pay Wages Upon Termination

30. At all times relevant herein, Defendants were required to pay their employees all wages owed in a timely fashion at the end of employment pursuant to Labor Code sections 201 to 204.

31. As a result of Defendants' Labor Code violations alleged above, Defendants failed to pay Plaintiff and the other aggrieved former employees their final wages pursuant to Labor Code sections 201 to 204 and accordingly owe waiting time penalties pursuant to Labor Code section 203.

Failure to Provide Complete and Accurate Wage Statements

32. At all times relevant herein, Defendants were required to keep *accurate* records regarding their employees pursuant to the mandate of Labor Code sections 226 and 1174.

33. Labor Code section 226(c) states that "An employer who receives a written or oral request to inspect or receive a copy of records pursuant to subdivision (b) pertaining to a current or former employee shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request."

34. Labor Code section 1198.5 states that "Every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee's performance or to any grievance concerning the employee."

35. As a result of Defendants' various Labor Code violations, Defendants failed to keep accurate records regarding Plaintiff and other aggrieved current and former employees. For example, Defendants failed in their affirmative obligation to keep accurate records regarding Plaintiff and other aggrieved current and former employees' gross wages earned, total hours worked, all deductions, net wages earned, and all applicable hourly rates and the number of hours worked at each hourly rate.

36. During the relevant time period, Defendants did not provide Plaintiff and other aggrieved current and former employees copies of records pursuant to Labor Code section 226(b) despite receiving written and oral requests from them.

37. During the relevant time period, Defendants did not permit Plaintiff and other aggrieved current and former employees to inspect and receive copies of their personnel records relating to their performance or to any grievance concerning them.

Failure to Keep Accurate Employee Records

38. Labor Code sections 1174(d) requires an employer to 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, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three (3) years.

39. Labor Code section 1174.5 states that an employer's failure to adhere to the requirements in section 1174(c) or section 1174(d) shall subject the employer to a civil penalty of $500.

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40. During the relevant time period, Defendants failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Ms. Amador and other aggrieved employees as result of Defendants' various Labor Code violations, Defendants failed to keep accurate records regarding Plaintiff and other aggrieved current and former employees. For example, Defendants failed in their affirmative obligation to keep accurate records regarding Plaintiff and other aggrieved current and former employees' gross wages earned, total hours worked, all deductions, net wages earned, and all applicable hourly rates and the number of hours worked at each hourly rate.

Failure to Reimburse Business Expenses

41. At all times relevant herein, Defendants were required to reimburse their employees for any and all necessary expenditures or losses incurred by the employees in direct consequences of the discharge or their duties pursuant to the mandate of Labor Code sections 2800 and 2802.

42. As a policy and practice, Defendants failed to pay Plaintiff and other aggrieved current and former employees all business expenses incurred and owing them within the required time period.

Penalties

43. Pursuant to Labor Code section 2699, Plaintiff, individually, and on behalf of other current and former aggrieved employees, requests and is entitled to recover from Defendants, and each of them, civil penalties, interest, attorneys' fees and costs pursuant, including, but not limited to:

a. Penalties under Labor Code section 2699 in the amount of a hundred dollars ($100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation;

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b. Penalties under Code of Regulations, title 8 section 11040 in the amount of fifty dollars ($50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars ($100) for each aggrieved employee per pay period for each subsequent violation;

c. Penalties under Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the Labor Code in the amount of a hundred dollars ($100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation;

d. Penalties under Labor Code se4ction 1197.1 in the amount of a hundred dollars ($100) for each aggrieved employee per pay period for the initial violation, and two hundred fifty dollars ($250) for each aggrieved employee per pay period for each subsequent violation;

e. Any and all additional penalties as provided by the Labor Code and/or other statutes; and

f. Attorneys' fees and costs pursuant to Labor Code sections 210, 1194, and 2699, and any other applicable statute.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on her own behalf as an individual and as a representative of other current and former aggrieved employees pursuant to PAGA, prays for judgment as follows:

1. Upon the Cause of Action, for civil penalties pursuant to statute as set forth in Labor Code sections 2698, *et seq*., for Defendants' violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226(c), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 2800, and 2802, and the IWC Wage Orders.

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2. Upon the Cause of Action, for costs and attorneys' fees pursuant to Labor Code sections 210, 218.5, 1194, and 2699, and any other applicable statute; and

3. For such other and further relief the court may deem just and proper.

Dated: November 22, 2024

JUSTICE LAW CORPORATION

By: ______________________

Douglas Han
Shunt Tatavos-Gharajeh
Shelby Miner
Attorneys for Plaintiff

EXHIBIT 1

JUSTICE
LAW
CORPORATION

751 N. Fair Oaks Ave., Ste. 101, Pasadena, CA 91103 T: (818) 230-7502 F: (818) 230-7259 www.JusticeLawCorp.com

March 30, 2022

BY U.S. EMAIL/ELECTRONIC SUBMISSION
PAGAfilings@dir.ca.gov
State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

Re: M S INTERNATIONAL, INC.

Dear Representative:

We have been retained to represent Elizabeth Amador against M S International, Inc. (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer and managing agent, DOES 1-10 as an "Employer" or person acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, and DOES 11-20[1] for violations of California wage-and-hour laws (hereinafter collectively referred to as "MSI").

Ms. Amador is pursuing her California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Ms. Amador may seek penalties for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

M S International, Inc. is an Indiana corporation located at 2095 N. Batavia St., Orange, California 92865.

MSI employed Ms. Amador as an hourly-paid non-exempt Customer Service Representative within one year of the data of this letter (until in or around May of 2021[2]) in the State of California. MSI directly controlled the wages, hours and/or working conditions of Ms. Amador and other aggrieved employees' employment, including direction, retention, scheduling, supervision, and termination.

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[1] Ms. Amador does not know the true names or capacities, whether individual, partner or corporate, of DOES 1 through 20, inclusive, and for that reason, said DOES are designated under such fictitious names. Ms. Amador will amend this notice when the true names and capacities are known. Ms. Amador is informed and believes that each DOE was responsible in some way for the matters alleged herein and proximately caused Ms. Amador and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

[2] Per Emergency Rule 9 (Tolling statute of limitations for civil causes of action) of the Judicial Council's Emergency Rules Related to COVID-19, all statute of limitations for civil causes of action that exceed 180 days are tolled from April 6, 2020 until October 1, 2020. Therefore, the one (1) year statute of limitations for Ms. Amador's PAGA cause of action is tolled.

The "aggrieved employees" that Ms. Amador may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees (whether hired directly or through a staffing agency) of MSI within the State of California.

MSI failed to properly pay its hourly-paid or non-exempt employees for all hours worked, failed to properly provide or compensate minimum and overtime wages and for meal and rest breaks, failed to issue compliant wage statements and failed to reimburse for all necessary business-related costs and expenses, thus resulting in other Labor Code violations as stated below.

Pursuant to ***Huff v. Securitas Security Services***, 23 Cal. App. 5th 745, 751 (2018), an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Ms. Amador has standing to pursue penalties on behalf of the state for violations affecting all the aggrieved employees at MSI, regardless of their classification, job title, location, or whether they were hired directly or through a staffing agency.

MSI has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code sections 510, 1194, and 1198 require employers to pay at least minimum wage for all hours worked, pay time-and-a-half, or double-time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates. During the relevant time period, Ms. Amador and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. MSI failed to compensate Ms. Amador and other aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift, and during meal breaks. MSI also failed to include non-discretionary bonuses and incentives in aggrieved employees' regular rate of pay for purposes of overtime compensation. Therefore, Ms. Amador and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

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California Labor Code section 246 requires that employers provide employees with paid sick leave of not less than one hour per every 30 hours worked. California Labor Code section 246(l) also requires that paid sick leave be paid at a non-exempt employee's regular rate of pay for the workweek in which the employee uses paid sick time or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment. During the relevant time period, MSI failed to pay Ms. Amador and other aggrieved employees with paid sick leave that complied with California Labor Code section 246, by, for example, failing to pay paid sick leave at non-exempt employee's regular rate of pay or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each workday that a meal or rest break is not provided. During the relevant time period, MSI routinely required Ms. Amador and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with MSI's policies and expectations. MSI failed to provide coverage to Ms. Amador and other aggrieved employees so they may be relieved of all work duties and take legally mandated meal and rest breaks. Moreover, MSI also failed to authorize and permit Ms. Amador and other aggrieved employees to take the requisite number of meal and rest breaks, including second meal breaks and third rest breaks, when working shifts exceeding 10 hours in length. Despite these facts, MSI failed to compensate Ms. Amador and other aggrieved employees all the premium wages they were owed, including failing to pay premium wages at Ms. Amador and other aggrieved employees' regular rate of pay.

California Labor Code section 551 states "[e]very person employed in any occupation of labor is entitled to one day's rest therefrom in seven." Section 552 further states "[n]o employer of labor shall cause his employees to work more than six days in seven." MSI required aggrieved employees to work seven days in a row or more without one day's rest.

California Labor Code section 432.5 states "[n]o employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law." MSI required aggrieved employees to execute arbitration agreements as a condition of employment despite knowing that such agreements are prohibited under Labor Code section 432.6.

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California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 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. California Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. During the relevant time period, MSI failed to pay Ms. Amador and other aggrieved employees all wages, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks, due to them within any time period specified by California Labor Code sections 201 and 203 and therefore is liable under California Labor Code section 203.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, MSI failed to pay Ms. Amador and other aggrieved employees all wages due to them, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks within any time period specified by California Labor Code section 204.

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California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, MSI did not provide Ms. Amador and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from MSI were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include (1) gross wages earned by Ms. Amador and other aggrieved employees, (2) total hours worked by Ms. Amador and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by Ms. Amador and other aggrieved employees (4) all deductions for Ms. Amador and other aggrieved employees, (5) net wages earned by Ms. Amador and other aggrieved employees, (6) the inclusive dates of the period for which Ms. Amador and other aggrieved employees are paid, (7) the name of the aggrieved 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 Ms. Amador and other aggrieved employees.

California Labor Code section 558 allows recovery of penalties. (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid 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. (3) Wages recovered pursuant to this section shall be paid to the affected employee. Ms. Amador and other aggrieved employees have been denied their wages and premium wages and, therefore, are entitled to penalties.

California Labor Code sections 1174(d) requires an employer to 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, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, MSI failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Ms. Amador and other aggrieved employees.

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California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, MSI did not provide Ms. Amador and other aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of off-the-clock work, including pre- and post-shift, and during meal breaks.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During their employment, Ms. Amador and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by MSI.

We believe that Ms. Amador and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties as allowed under California Labor Code section 2698, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in questions and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by California Labor code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

Ms. Amador will seek these penalties on her own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of MSI within one year of the date of this letter, as allowed by law.

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If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

JUSTICE LAW CORPORATION

D. Han

Douglas Han, Esq.

CC: (By Certified U.S. Mail Only):

Neha Mehta
c/o M S International, Inc.
2095 N. Batavia St.
Orange, California 92865
Agent for Service of Process for M S International, Inc.

EXHIBIT 2

November 5, 2024

BY U.S. EMAIL/ELECTRONIC SUBMISSION
PAGAfilings@dir.ca.gov
State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

Re: <u>M S INTERNATIONAL, INC.</u>
LWDA Case No. 876248-22

Dear Representative:

We hereby amend our March 30, 2022 letter sent to your office in compliance with the reporting requirements of California Labor Code section 2699.3. Attached hereto as **Exhibit A** is the letter that was submitted by our office on March 30, 2022. We are amending this notice to allege claims under California Labor Code sections 226(c), 1174.5, and 1198.5.

We have been retained to represent Elizabeth Amador against M S International, Inc. (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer and managing agent, DOES 1-10 as an "Employer" or person acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, and DOES 11-20[1] for violations of California wage-and-hour laws (hereinafter collectively referred to as "MSI").

Ms. Amador is pursuing her California Labor Code section 2698, *et seq*., the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Ms. Amador may seek penalties for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

M S International, Inc. is an Indiana corporation located at 2095 N. Batavia St., Orange, California 92865.

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[1] Ms. Amador does not know the true names or capacities, whether individual, partner or corporate, of DOES 1 through 20, inclusive, and for that reason, said DOES are designated under such fictitious names. Ms. Amador will amend this notice when the true names and capacities are known. Ms. Amador is informed and believes that each DOE was responsible in some way for the matters alleged herein and proximately caused Ms. Amador and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

MSI employed Ms. Amador as an hourly-paid non-exempt Customer Service Representative within one year of the data of this letter (until in or around May of 2021[2]) in the State of California. MSI directly controlled the wages, hours and/or working conditions of Ms. Amador and other aggrieved employees' employment, including direction, retention, scheduling, supervision, and termination.

The "aggrieved employees" that Ms. Amador may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees (whether hired directly or through a staffing agency) of MSI within the State of California.

MSI failed to properly pay its hourly-paid or non-exempt employees for all hours worked, failed to properly provide or compensate minimum and overtime wages and for meal and rest breaks, failed to issue compliant wage statements and failed to reimburse for all necessary business-related costs and expenses, thus resulting in other Labor Code violations as stated below.

Pursuant to *Huff v. Securitas Security Services,* 23 Cal. App. 5th 745, 751 (2018), an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Ms. Amador has standing to pursue penalties on behalf of the state for violations affecting all the aggrieved employees at MSI, regardless of their classification, job title, location, or whether they were hired directly or through a staffing agency.

MSI has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226(c), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 2800, and 2802, and the IWC Wage Orders.

California Labor Code sections 510, 1194, and 1198 require employers to pay at least minimum wage for all hours worked, pay time-and-a-half, or double-time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates.

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[2] Per Emergency Rule 9 (Tolling statute of limitations for civil causes of action) of the Judicial Council's Emergency Rules Related to COVID-19, all statute of limitations for civil causes of action that exceed 180 days are tolled from April 6, 2020 until October 1, 2020. Therefore, the one (1) year statute of limitations for Ms. Amador's PAGA cause of action is tolled.

During the relevant time period, Ms. Amador and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. MSI failed to compensate Ms. Amador and other aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift, and during meal breaks. MSI also failed to include non-discretionary bonuses and incentives in aggrieved employees' regular rate of pay for purposes of overtime compensation. Therefore, Ms. Amador and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code section 246 requires that employers provide employees with paid sick leave of not less than one hour per every 30 hours worked. California Labor Code section 246(l) also requires that paid sick leave be paid at a non-exempt employee's regular rate of pay for the workweek in which the employee uses paid sick time or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

During the relevant time period, MSI failed to pay Ms. Amador and other aggrieved employees with paid sick leave that complied with California Labor Code section 246, by, for example, failing to pay paid sick leave at non-exempt employee's regular rate of pay or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each workday that a meal or rest break is not provided.

During the relevant time period, MSI routinely required Ms. Amador and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with MSI's policies and expectations. MSI failed to provide coverage to Ms. Amador and other aggrieved employees so they may be relieved of all work duties and take legally mandated meal and rest breaks. Moreover, MSI also failed to authorize and permit Ms. Amador and other aggrieved employees to take the requisite number of meal and rest breaks, including second meal breaks and third rest breaks, when working shifts exceeding 10 hours in length. Despite these facts, MSI failed to compensate Ms. Amador and other aggrieved employees all the premium wages they were owed, including failing to pay premium wages at Ms. Amador and other aggrieved employees' regular rate of pay.

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California Labor Code section 551 states "[e]very person employed in any occupation of labor is entitled to one day's rest therefrom in seven." Section 552 further states "[n]o employer of labor shall cause his employees to work more than six days in seven."

During the relevant time period, MSI required aggrieved employees to work seven days in a row or more without one day's rest.

California Labor Code section 432.5 states "[n]o employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law."

During the relevant time period, MSI required aggrieved employees to execute arbitration agreements as a condition of employment despite knowing that such agreements are prohibited under Labor Code section 432.6.

California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 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. California Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

During the relevant time period, MSI failed to pay Ms. Amador and other aggrieved employees all wages, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks, due to them within any time period specified by California Labor Code sections 201 and 203 and therefore is liable under California Labor Code section 203.

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California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

During the relevant time period, MSI failed to pay Ms. Amador and other aggrieved employees all wages due to them, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks within any time period specified by California Labor Code section 204.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. California Labor Code section 226(c) also states, "An employer who receives a written or oral request to inspect or receive a copy of records pursuant to subdivision (b) pertaining to a current or former employee shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request."

During the relevant time period, MSI did not provide Ms. Amador and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from MSI were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include (1) gross wages earned by Ms. Amador and other aggrieved employees, (2) total hours worked by Ms. Amador and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by Ms. Amador and other aggrieved employees (4) all deductions for Ms. Amador and other aggrieved employees, (5) net wages earned by Ms. Amador and other aggrieved employees, (6) the inclusive dates of the period for which Ms. Amador and other aggrieved employees are paid, (7) the name of the aggrieved 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 Ms. Amador and other aggrieved employees. Finally, MSI did not provide Ms. Amador and other aggrieved employees copies of records pursuant to California Labor Code section 226(b) despite receiving written and oral requests from Ms. Amador and other aggrieved employees.

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California Labor Code section 1198.5 states, "Every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee's performance or to any grievance concerning the employee."

During the relevant time period, MSI did not permit Ms. Amador and other aggrieved employees to inspect and receive copies of their personnel records that MSI maintained relating to their performance or to any grievances concerning them.

California Labor Code section 558 allows recovery of penalties. (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid 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. (3) Wages recovered pursuant to this section shall be paid to the affected employee.

During the relevant time period, Ms. Amador and other aggrieved employees have been denied their wages and premium wages and, therefore, are entitled to penalties.

California Labor Code sections 1174(d) requires an employer to 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, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years. California Labor Code section 1174.5 states that an employer's failure to adhere to the requirements in section 1174(c) or section 1174(d) shall subject the employer to a civil penalty of $500.

During the relevant time period, MSI failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid to Ms. Amador and other aggrieved employees.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful.

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During the relevant time period, MSI did not provide Ms. Amador and other aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of off-the-clock work, including pre- and post-shift, and during meal breaks.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

During their employment, Ms. Amador and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by MSI.

We believe that Ms. Amador and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties as allowed under California Labor Code section 2698, *et seq*. for violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226(c), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 2800, and 2802, and the IWC Wage Orders.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in questions and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by California Labor code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

Ms. Amador will seek these penalties on her own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of MSI within one year of the date of this letter, as allowed by law.

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If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

JUSTICE LAW CORPORATION
Douglas Han, Esq.

CC: (By E-mail Only):

Summer Young-Agriesti (syoung@yatlaw.com)
Ana Thomas (athomas@yatlaw.com)
Angelica Sanchez (asanchez@yatlaw.com)
Melissa Brandman (mperciavalle@yatlaw.com)
YOUNG-AGRIESTI & THOMAS, LLP

Counsel for M S International, Inc.

EXHIBIT A

March 30, 2022

BY U.S. EMAIL/ELECTRONIC SUBMISSION
PAGAfilings@dir.ca.gov
State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

Re: M S INTERNATIONAL, INC.

Dear Representative:

We have been retained to represent Elizabeth Amador against M S International, Inc. (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer and managing agent, DOES 1-10 as an "Employer" or person acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, and DOES 11-20[1] for violations of California wage-and-hour laws (hereinafter collectively referred to as "MSI").

Ms. Amador is pursuing her California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Ms. Amador may seek penalties for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

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[1] Ms. Amador does not know the true names or capacities, whether individual, partner or corporate, of DOES 1 through 20, inclusive, and for that reason, said DOES are designated under such fictitious names. Ms. Amador will amend this notice when the true names and capacities are known. Ms. Amador is informed and believes that each DOE was responsible in some way for the matters alleged herein and proximately caused Ms. Amador and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

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Pursuant to ***Huff v. Securitas Security Services***, 23 Cal. App. 5th 745, 751 (2018), an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Ms. Amador has standing to pursue penalties on behalf of the state for violations affecting all the aggrieved employees at MSI, regardless of their classification, job title, location, or whether they were hired directly or through a staffing agency.

MSI has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code sections 510, 1194, and 1198 require employers to pay at least minimum wage for all hours worked, pay time-and-a-half, or double-time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates. During the relevant time period, Ms. Amador and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. MSI failed to compensate Ms. Amador and other aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift, and during meal breaks. MSI also failed to include non-discretionary bonuses and incentives in aggrieved employees' regular rate of pay for purposes of overtime compensation. Therefore, Ms. Amador and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

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California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each workday that a meal or rest break is not provided. During the relevant time period, MSI routinely required Ms. Amador and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with MSI's policies and expectations. MSI failed to provide coverage to Ms. Amador and other aggrieved employees so they may be relieved of all work duties and take legally mandated meal and rest breaks. Moreover, MSI also failed to authorize and permit Ms. Amador and other aggrieved employees to take the requisite number of meal and rest breaks, including second meal breaks and third rest breaks, when working shifts exceeding 10 hours in length. Despite these facts, MSI failed to compensate Ms. Amador and other aggrieved employees all the premium wages they were owed, including failing to pay premium wages at Ms. Amador and other aggrieved employees' regular rate of pay.

California Labor Code section 551 states "[e]very person employed in any occupation of labor is entitled to one day's rest therefrom in seven." Section 552 further states "[n]o employer of labor shall cause his employees to work more than six days in seven." MSI required aggrieved employees to work seven days in a row or more without one day's rest.

California Labor Code section 432.5 states "[n]o employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law." MSI required aggrieved employees to execute arbitration agreements as a condition of employment despite knowing that such agreements are prohibited under Labor Code section 432.6.

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California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 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. California Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. During the relevant time period, MSI failed to pay Ms. Amador and other aggrieved employees all wages, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks, due to them within any time period specified by California Labor Code sections 201 and 203 and therefore is liable under California Labor Code section 203.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, MSI failed to pay Ms. Amador and other aggrieved employees all wages due to them, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks within any time period specified by California Labor Code section 204.

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California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, MSI did not provide Ms. Amador and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from MSI were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include (1) gross wages earned by Ms. Amador and other aggrieved employees, (2) total hours worked by Ms. Amador and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by Ms. Amador and other aggrieved employees (4) all deductions for Ms. Amador and other aggrieved employees, (5) net wages earned by Ms. Amador and other aggrieved employees, (6) the inclusive dates of the period for which Ms. Amador and other aggrieved employees are paid, (7) the name of the aggrieved 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 Ms. Amador and other aggrieved employees.

California Labor Code section 558 allows recovery of penalties. (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid 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. (3) Wages recovered pursuant to this section shall be paid to the affected employee. Ms. Amador and other aggrieved employees have been denied their wages and premium wages and, therefore, are entitled to penalties.

California Labor Code sections 1174(d) requires an employer to 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, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, MSI failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Ms. Amador and other aggrieved employees.

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California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, MSI did not provide Ms. Amador and other aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of off-the-clock work, including pre- and post-shift, and during meal breaks.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During their employment, Ms. Amador and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by MSI.

We believe that Ms. Amador and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties as allowed under California Labor Code section 2698, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in questions and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by California Labor code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

Ms. Amador will seek these penalties on her own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of MSI within one year of the date of this letter, as allowed by law.

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If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

JUSTICE LAW CORPORATION

Douglas Han, Esq.

CC: (By Certified U.S. Mail Only):

Neha Mehta
c/o M S International, Inc.
2095 N. Batavia St.
Orange, California 92865
Agent for Service of Process for M S International, Inc.

PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Ave., Ste. 101 Pasadena, California 91103.

On November 22, 2024, I served the foregoing document described as

FIRST AMENDED COMPLAINT FOR CIVIL PENALTIES FOR VIOLATION OF LABOR CODE § 2698 et seq. (PRIVATE ATTORNEYS GENERAL ACT OF 2004)

on interested parties in this action by emailing a true and correct copy thereof to the email addresses as follows:

Summer Young-Agriesti (syoung@yatlaw.com)
Ana Thomas (athomas@yatlaw.com)
Angelica Sanchez (asanchez@yatlaw.com)
Melissa Brandman (mperciavalle@yatlaw.com)
YOUNG-AGRIESTI & THOMAS, LLP
7755 Center Avenue, Suite 1100
Huntington Beach, California 92647

Attorney(s) for Defendant M S International Inc.

[X] BY E-MAIL
The above-referenced document was transmitted to the addressee(s) at the e-mail addresses listed herein, which are their most recently known e-mail addresses or e-mail addresses of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

[X] STATE
I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on November 22, 2024, at Pasadena, California.

Shushi
Sophia Hanneyan

PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Ave., Ste. 101 Pasadena, California 91103. My electronic service address is shanneyan@justicelawcorp.com

On November 22, 2024, I served the foregoing document described as

FIRST AMENDED COMPLAINT FOR CIVIL PENALTIES FOR VIOLATION OF LABOR CODE § 2698 et seq. (PRIVATE ATTORNEYS GENERAL ACT OF 2004)

for the following case:	**Elizabeth Amador v. M S International, Inc.**
LWDA/Court Case No.:	**LWDA Case No.: CM-876248-22** **Case No.: 22BBCV00450** **Los Angeles County Superior Court**

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION
Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE
I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on November 22, 2024, at Pasadena, California.

Shushi
Sophia Hanneyan