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February 5, 2025

VIA ONLINE WEBSITE SUBMISSION

<https://dir.tfaforms.net/308>

State of California
Labor & Workforce Development Agency
Department of Industrial Relations
Attn: PAGA Administrator

Re: MAZE v. KEHE DISTRIBUTORS, INC. (the “Employer”)

NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO LABOR CODE § 2699.3

To: PAGA Administrator, California Labor and Workforce Development Agency

From: JACOB JAMES MAZE (the “Employee” or “Plaintiff”), who was subjected to the wage and hour practices set forth below

The Employee submits this Notice, pursuant to and in compliance with the requirements of California Labor Code §2699.3(a), and alleges as follows:

During the applicable time period, KEHE DISTRIBUTORS, INC., and DEB CONKLIN (the “Employer”) employed the Employee and other non-exempt, hourly employees. During this time period, the Employer utilized consistent policies and procedures regarding the Employee and others similarly aggrieved, as follows:

Failure to Pay Overtime

The Employee incorporates by reference all facts and theories in the preceding and post paragraphs in this section.

The Employer, as a matter of company policy and practice, required the Employee and other similarly aggrieved employees to work over eight (8) hours in a day, and/or over forty (40) hours in a week, without paying the applicable overtime rate of pay for the overtime hours worked. The Employee and other similarly aggrieved employees were also regularly scheduled to work over eight hours in a workday.

The Employee and other similarly aggrieved employees were not paid all overtime wages, due to the common practice and policy of the Employer failing to pay overtime at the proper rate of rate –

the regular rate of pay, and not the straight time rate of pay, and having employees, and requiring employees to work through meal and rest breaks to meet quotas.

Accordingly, during the relevant liability period, the Employers' pay plan deprived the Employee and other similarly aggrieved employees of mandated overtime compensation that they were due for working in excess of eight hours in one day and forty hours during the week, including at the proper rate of pay. Within the relevant time period, the Employer failed to pay the Employee and other similarly aggrieved employees for all premium wages owed for overtime hours worked. As a matter of policy and/or practice, Defendants' failure to pay overtime compensation violates, among others, Labor Code §§ 510 and 1194, IWC Wage Order(s), and the UCL.

Failure to Provide Compliant Meal Periods

The Employee incorporates by reference all facts and theories in the preceding and post paragraphs in this section.

The Employer failed to maintain a policy that provided the Employee and other similarly aggrieved employees with off-duty meal periods as required by California law, and the Employee and other similarly aggrieved employees were regularly not provided a second meal period, despite sometimes working more than ten (10) hours per day.

More specifically, the Employer requiring employees to work through meal and rest breaks to meet company quotas, and were not being provided a second meal period for shifts greater than 10-hours.

As such, the Employer has violated Labor Code §§226.7, 512, and the applicable Industrial Welfare Commission Wage Orders, and owe penalties pursuant to Labor Code §§2699(f) and/or 558.

Failure to Provide Uninterrupted Off-Duty Rest Breaks

The Employee incorporates by reference all facts and theories in the preceding and post paragraphs in this section.

The Employer failed to maintain a policy that provided the Employee and other similarly aggrieved employees with off-duty rest periods as required by California law. The Employee and other similarly aggrieved employees regularly worked in excess of four hours or a major fraction thereof during work days without being provided at least a ten-minute rest period in which they were relieved of all duties.

More specifically, the Employer required employees to work through meal and rest breaks to meet company quotas.

As such, the Employer has violated Labor Code §§226.7, 512, and the applicable Industrial Welfare Commission Wage Orders, and owe penalties pursuant to Labor Code §§2699(f) and/or 558.

Failure to Provide Accurate Wage Statements

The Employee incorporates by reference all facts and theories in the preceding and post paragraphs in this section.

Pursuant to Labor Code §226 and the applicable Industrial Wage Order, the Employer is required to include on a paystub such information as all hours worked, the hourly rate of pay, and the rate of pay for overtime and double time work. More specifically, the Employer violated Labor Code § 226 because the wage statement did not accurately show: (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 their 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, if the employer is a farm labor contractor, the name and address of the legal entity that secured the services of 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.

As such, the Employer is liable for civil penalties pursuant to Labor Code §§2699(f) and/or 226.3.

Waiting Time Penalties

The Employee incorporates by reference all facts and theories in the preceding and post paragraphs in this section.

The Employer has violated Labor Code §§201 and 202 by willfully failing to pay all compensation due and owing to the Employee and all other former similarly aggrieved employees at the time employment was terminated. The Employer willfully failed to pay the Employee and all other former similarly aggrieved employees, all compensation due upon termination of employment as required under Labor Code §§ 201 and 202.

Here, because the Employer allegedly failed to timely pay all wages owed during their employment and failed to provide all legally requisite meal periods and rest breaks, without compensation in lieu thereof, the Employee alleges that the Employer failed to pay all compensation due and owing at the time of termination. As such, based on the Labor Code violations referenced herein, the Employer has derivatively violated Labor Code §201-203, and pursuant to §§ 203 and 256 of the Labor Code, the Employee and other similarly aggrieved employees are now also entitled to recover up to thirty (30) days of wages due to the Employer's "willful" failure to comply with the statutory

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requirements of sections 201 and 202 of the Labor Code. Additionally, the Employer is liable for civil penalties pursuant to Labor Code §2698 *et seq.*

Therefore, pursuant to Labor Code §2699.3(a), please advise within sixty (60) calendar days of the online submission date of this notice whether the LWDA intends to investigate the violations alleged above. We understand that if we do not receive a response within the applicable time that the LWDA intends to investigate these allegations, the aggrieved Employee may immediately thereafter commence a civil action against the Employer pursuant to Labor Code §2699.

Thank you for your consideration.

Very truly yours,
/s/
Sam Kim
VERUM LAW GROUP, APC

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