



May 16, 2025

**VIA ELECTRONIC SUBMISSION;
VIA CERTIFIED MAIL TO FILOMENA ALONZO**

California Department of Industrial Relations ("DIR")
Attn: PAGA Administrator
800 Capitol Mall, Suite 5000
Sacramento, CA 95814

California Labor & Workforce Development Agency ("LWDA")
Attn: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Filomena Alonzo
c/o Haines Law Group, APC
2155 Campus Drive
Suite 180
El Segundo, CA 90245

**RE: Response to Private Attorneys General Act ("PAGA") Notice Regarding
Alleged Violations of California Labor Code
PAGA No.: LWDA-CM-1087019-25**

Dear Ms. Filomena Alonzo and LWDA / DIR:

This letter serves as Linzer Products Corp.'s ("Linzer") official response to the PAGA Notice ("Notice") submitted on March 18, 2025, alleging violations of California Labor Code sections 201-204, 226, 226.7, 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, and 1198.

Linzer, a leading producer of painting accessories, manufactures paint supplies and tools, including but not limited to paint trays, rollers, brush roller covers, brushes, and other painting necessities. It has multiple locations nationwide, including a location in San Fernando, California, where Filomena Alonzo ("Alonzo") worked. Similar to other manufacturing companies, Linzer's warehouse employees assemble, sort, inspect, and package products and parts. In other words, the warehouse employees only work when the assembly / production line is operational. As such, Linzer's warehouse employees effectively work the same daily schedule, including when they take requisite meal and rest breaks. Of note, many of the warehouse employees commute long distances to get to work, often arriving before the 7AM start of the workday¹. As a courtesy, Linzer opens the warehouse breakroom at 6AM, allowing employees to come in from the outside (should they so choose). Also of note, employees are not assigned to their station / work assignment for the day until approximately 7:15AM (done through a daily morning huddle / meeting).

¹ Linzer's normal business hours are Monday through Friday, from 7:00 am -3:30 pm for warehouse employees.

On or around September 2, 2022, another former employee, Alicia Velasquez ("Velasquez"), filed a class action against Linzer in Los Angeles Superior Court (case no. 22STCV28665), alleging nearly identical claims as Alonzo. Velasquez's lawsuit alleged, *inter alia*, (1) failure to pay minimum wages owed, (2) failure to pay all overtime wages owed, (3) failure to provide requisite meal breaks, (4) failure to permit requisite rest breaks, (5) failure to provide accurate, itemized wage statements, (6) failure to pay all wages upon separation of employment; and (7) penalties under the Private Attorneys General Act of 2004 ("PAGA").

In response to the Velasquez lawsuit, the informal discovery conducted, a successful mediation, and the class / PAGA settlement, Linzer made several changes to how it runs its warehouses, as well as its policies and procedures, including but not limited to:

- (1) Installing additional time clocks throughout its locations. The intended benefit was to reduce any lines that inevitably resulted from everyone taking their requisite breaks on or around the same time. It also reduced the distance an employee needed to cover in order to clock in and out for any given shift.
- (2) Updating its bell schedule – a system used to remind all non-exempt employees of their requisite meal and rest breaks – to allow for three (3) minutes to get to and from their workstations. In other words, employees were given three² minutes per break to get to a time clock (to punch in or out), in addition to their permitted thirty (30) and ten (10) minutes meal and rest breaks, respectively.
- (3) Updating its Meal and Rest Break Policy ("Policy") to provide clearer instructions to its employees. See **Exhibit A**, a true and correct copy of Linzer's 5.10.23 Updated Meal and Rest Break Policy is attached hereto; **Exhibit B**, a true and correct copy of Linzer's 1.10.24 Updated Meal and Rest Break Policy is attached hereto. Of note, Alonzo signed Spanish-translated versions of the above policies³. See **Exhibit C**, true and copies of the signed policies are attached hereto.

With regards to the Velasquez Complaint class / PAGA settlement, Alonzo did not opt out and was included as a class member and aggrieved employee, for which she was issued approximately \$4,808.90 in settlement proceeds.

In addition to the above, Linzer has robust policies around other wage and hour issues, stating in relevant part:

[Linzer] employs computerized time clocks with biometric identification for the recording of employee work hours. Employees are responsible for accurately recording their work time through the proper use of this time clock system . . . The proper use of the time clock system is a condition of employment with [Linzer]. Failure to punch in and out at your appropriate times, hiding your identity from the time clocks, or any misuse of

² Linzer's 1.10.24 Updated Meal and Rest Break Policy amended the time to get to a time clock to two (2) minutes per break.

³ On May 19, 2023, Alonzo signed the acknowledgment of the Spanish-translated version of Linzer's 5.10.23 Updated Meal and Rest Break Policy. On January 23, 2024, Alonzo signed the acknowledgment of the Spanish-translated version of Linzer's 1.10.24 Updated Meal and Rest Break Policy.

the time clocks may result in disciplinary action. Tampering with, defacing, vandalizing, damaging or destroying a time clock(s), or any part of the time clock system, will result in immediate termination.

Linzer takes all labor law compliance matters seriously and is committed to upholding all applicable California employment standards. Pursuant to Cal. Lab. Code section 2699(h), and within sixty (60) days of receiving the Notice, Linzer has reviewed the details of Alonzo's claims, as well as conducted a thorough investigation to determine the accuracy of the allegations presented in the Notice, including but not limited to an audit of the organization's policies and applicable timesheets and wage statements. Below are the results of our investigation:

Alleged Violations of LC sections 201-204:

Labor Code section 201 states in relevant part that "[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

Labor Code section 202 states in relevant part that "[i]f an employee . . . 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."

Labor Code section 203 states in relevant part that "[i]f an employer willfully fails to pay . . . 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"

Labor Code section 204 states in relevant part that "[a]ll wages . . . are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays."

Here, Alonzo fails to provide sufficient facts to support any of her allegations as to the above (i.e., when and how often she was paid, details on her separation of employment, etc.), only generally supporting her claims with allegations of unpaid overtime, minimum wage, and meal and rest premiums⁴. Nevertheless, Linzer pays its employees weekly, with the normal workweek being Sunday through Saturday, starting at midnight through 11:59PM, and issues paychecks every Thursday for the pay period that ends on the previous week. On July 31, 2024, Linzer terminated Alonzo's employment, issuing her final check that same day, which paid out any and all wages owed, including but not limited to all hours worked and all accrued but unused vacation time. As for the allegations of unpaid overtime, minimum wage, and meal and rest premiums, please see below for a more in-depth response.

⁴ Linzer tracks and accrues paid sick time and paid vacation separately. Employers are not required to pay out accrued, unused paid sick days at the time of termination unless the employer packages the paid sick time as part of a larger paid time off ("PTO") package, which Linzer does not. Yet, Alonzo refers to "underpaid sick pay wages" in the Notice without context or information as to that particular claim.

Given this, the Notice was insufficient, and Alonzo did not "personally suffer" from these alleged Labor Code violations. *See* Cal. Lab. Code § 2699(c)(1).

Alleged Violations of LC sections 226.7, 512, and 516:

Labor Code section 226.7 states in relevant part that "[a]n employer shall not require an employee to work during a meal or rest or recovery period If an employer fails to provide an employee a meal or rest or recovery period . . . the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided." LC § 226.7(b)-(c).

Labor Code section 512 states in relevant part that "[a]n employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer shall not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived."

Labor Code section 516 state in relevant part that "the Industrial Welfare Commission may adopt or amend working condition orders with respect to break periods, meal periods, and days of rest for any workers in California consistent with the health and welfare of those workers."

Here, Alonzo falsely contends that Linzer's bell schedule failed to provide her a "net" thirty (30) and ten (10) minutes for meal and rest breaks, respectively. In direct contraction to her claims, Alonzo's own time entries⁵ for the relevant time period reflect variations in clock in and out times, wherein Alonzo occasionally took a meal period over the allotted thirty (30) minutes. Her timesheets also showed she always took her meal breaks, none of which were short or late. Alonzo did not work over ten (10) hours during the relevant time period and was therefore not entitled to a second meal break.

⁵ A sampling of both (Linzer used different payroll companies) relevant timesheets is provided.

Ms. Filomena Alonzo and LWDA / DIR

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Date	Paycode	IN	In Ex	OUT	Out Ex	Reason	JOB CLASS	Sh/Pay Ex	Reg Hrs	OT-1	OT-2	Daily Total
LOCATION: 1 [Linzer - California]												
DEPARTMENT: 0100 [Brush]												

3817 [ALONZO, FILOMENA]

Full Name	ALONZO, FILOMENA	Badge Number	670	Pay Policy	2 [CALIFORNIA Production Hourly]
Shift Number	20 [CA Factory Short (m30) 7:00a-3:	Holiday Rule	1 [CA Full Time (8)]	Employee Status	A

03/18/2024 Mon	07:01AM	T 1	11:20AM	3	00020-	4.32		
	11:51AM	M 31	03:30PM	3	00020-	3.65		7.97
03/19/2024 Tue	07:01AM	T 1	11:20AM	3	00020-Tu	4.32		
	11:50AM	M 30	03:30PM	3	00020-Tu	3.67		7.98
03/20/2024 Wed	07:01AM	T 1	11:20AM	3	00020-	4.32		
	11:50AM	M 30	03:30PM	3	00020-	3.67		7.98
03/21/2024 Thu	07:01AM	T 1	11:20AM	3	00020-Th	4.32		
	11:50AM	M 30	03:30PM	3	00020-Th	3.67		7.98
03/22/2024 Fri	07:01AM	T 1	11:20AM	3	00020-Fr	4.32		
	11:50AM	M 30	03:30PM	3	00020-Fr	3.67		7.98
03/25/2024 Mon	06:59AM	E 1	11:20AM	3	00020-	4.35		
	11:50AM	M 30	03:30PM	3	00020-	3.65	0.02	8.02
03/26/2024 Tue	07:01AM	T 1	11:20AM	3	00020-Tu	4.32		
	11:50AM	M 30	03:30PM	3	00020-Tu	3.67		7.98
03/27/2024 Wed	07:00AM		11:20AM	3	00020-	4.33		
	11:51AM	M 31	03:30PM	3	00020-	3.65		7.98
03/28/2024 Thu	06:59AM	E 1	11:20AM*	3	00020-Th	4.35		
	11:50AM	M 30	03:30PM	3	00020-Th	3.65	0.02	8.02
03/29/2024 Fri	1 [HOL]			3	00020	8.00		8.00
04/01/2024 Mon	07:00AM		11:20AM	3	00020-	4.33		
	11:50AM	M 30	03:30PM	3	00020-	3.67		8.00
04/02/2024 Tue	07:08AM	T 8	11:20AM	3	00020-Tu	4.20		
	11:50AM	M 30	03:32PM	L 2	00020-Tu	3.70		7.90

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LINZER PRODUCTS CORP.
248 Wyandanch Ave
West Babylon, NY 11704

386 Alonzo, Filomena							
Date	Action	Shift	Hours	Regular	OT	Paid	Total Unpaid
06/24/2024	Work	07:03 AM 11:22 AM	4.32	4.32		4.32	
06/24/2024	Meal	11:22 AM 11:52 AM	0.50				0.50
06/24/2024	Work	11:52 AM 03:30 PM	3.63	3.63		3.63	
06/25/2024	Work	07:01 AM 11:21 AM	4.33	4.33		4.33	
06/25/2024	Meal	11:21 AM 11:52 AM	0.52				0.52
06/25/2024	Work	11:52 AM 03:30 PM	3.63	3.63		3.63	
06/26/2024	Work	07:00 AM 11:21 AM	4.35	4.35		4.35	
06/26/2024	Meal	11:21 AM 11:52 AM	0.52				0.52
06/26/2024	Work	11:52 AM 03:31 PM	3.65	3.65		3.65	
06/27/2024	Work	07:00 AM 11:55 AM	4.92	4.92		4.92	
06/27/2024	Meal	11:55 AM 12:26 PM	0.52				0.52
06/27/2024	Work	12:26 PM 03:33 PM	3.12	3.08	0.03	3.12	
06/28/2024	Work	07:01 AM 11:20 AM	4.32	4.32		4.32	
06/28/2024	Meal	11:20 AM 11:52 AM	0.53				0.53
06/28/2024	Work	11:52 AM 03:30 PM	3.63	3.63		3.63	
07/01/2024	Work	07:01 AM 11:21 AM	4.33	4.33		4.33	
07/01/2024	Meal	11:21 AM 11:51 AM	0.50				0.50
07/01/2024	Work	11:51 AM 03:31 PM	3.67	3.67		3.67	
07/02/2024	Work	07:01 AM 11:21 AM	4.33	4.33		4.33	
07/02/2024	Meal	11:21 AM 11:53 AM	0.53				0.53
07/02/2024	Work	11:53 AM 03:31 PM	3.63	3.63		3.63	

Again, warehouse employees only work when the assembly / production line is operational, so employees effectively work the same daily schedule, including when to take their requisite meal and rest breaks.

In addition, per Linzer's Policy, warehouse employees were effectively given thirty-three (33) / thirty-two (32) minutes to take their meal break and thirteen (13) / twelve (12) minutes to take each of their rest breaks. Meal breaks for Group A were scheduled from 11:20AM to 11:50AM, and from 11:55AM to 12:25PM for Group B. Similarly, rest breaks for Group A were scheduled from 9AM to 9:10AM, and from 9:10AM to 9:20AM for Group B. Both groups took an afternoon rest break from 2:30PM to 2:40PM. The reminder bell rang three / two minutes prior to the scheduled breaks in order to signal the upcoming start and end times. Of note, the time clocks are programmed to alert if the warehouse employee clocked in prior to the end of their scheduled break. For example, if Employee A attempted to clock in at minute 25 of her meal break, the time clock would alert and ask her to take the remaining five (5) minutes of her break.

Further, Alonzo signed an acknowledgement of Linzer's Policy, outlining Linzer's practices around requisite meal and rest break periods. The Policy specifically states in relevant part:

If a non-exempt employee is unable to take their meal break, unable to take a full meal break (less than 30 minutes), or unable to take a timely meal break, that employee must notify their immediate supervisor as soon as possible. Linzer may document instances when a non-exempt employee was unable to take compliant meal breaks. If a non-exempt employee does not take a compliant meal break and fails to notify their immediate supervisor, Linzer may presume that the employee voluntarily chose to do so.

Linzer prohibits supervisors and managers from disallowing a non-exempt employee from taking a compliant meal break. Linzer also prohibits supervisors and managers from interrupting an employee who is on a meal break. Employees should immediately report a manager's or supervisor's instruction to skip or to work during a meal break to HR.

[A]ll non-exempt employees are permitted and authorized to take a paid, duty-free, 10-minute rest break during each four-hour shift (or major fraction thereof).

Rest breaks cannot be waived by any employee to shorten a given Workday or used towards additional time off. In addition, rest breaks cannot be combined with any meal break.

If a non-exempt employee is unable to take their rest break or take a full rest break (less than 10 minutes), that employee must notify their immediate supervisor as soon as possible. Linzer may document instances when a non-exempt employee was unable to take a compliant rest break. All non-exempt employees may also be asked to confirm in writing that they have been relieved of all duty and otherwise provided all of their rest breaks during a particular Workday and pay period, or in the alternative, to identify any rest breaks that they have missed.

Linzer prohibits supervisors and managers from disallowing a non-exempt employee from taking compliant rest break(s). Linzer also prohibits supervisors and managers from interrupting an employee who is on a rest break. Employees should immediately report a manager's or supervisor's instruction to skip or to work during a rest break to HR.

Alonzo never reported a late / short / missed meal and/or rest break. Had she done so, Linzer would have issued the requisite premium payment. Notably, for the relevant time period, Linzer has paid approximately \$5,669 in premium payments to other warehouse employees.

Given the above, Alonzo did not "personally suffer" from these alleged Labor Code violations. See Cal. Lab. Code § 2699(c)(1).

Alleged Violations of LC sections 510 and 1198:

Labor Code section 510 states in relevant part that "[a]ny work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee."

Labor Code section 1198 states in relevant part that "[t]he maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and

the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

Here, Alonzo falsely contends that Linzer rounds and/or shaves her timekeeping entries, stating if she did not clock in and out at the exact scheduled times, Linzer altered those time entries to reflect the posted schedules / times. Alonzo uses this claim to support her allegations for unpaid overtime and failure to pay minimum wage claims. As shown through her own time entries for the relevant time period, Linzer does not round and/or shave employee timekeeping entries, and such a practice is expressly prohibited by Linzer’s employee handbook. Alonzo’s timesheets show multiple variations in her clock in and out times – although admittedly smaller variations given Linzer’s business and that the work depends on an operational assembly / production line. Even still, during the relevant time period, Alonzo earned approximately 2.1 hours of overtime.

Given the above, Alonzo did not “personally suffer” from these alleged Labor Code violations. See Cal. Lab. Code § 2699(c)(1).

Alleged Violations of LC section 226:

Labor Code section 226(a) states in relevant part that “[a]n employer, semimonthly or at the time of each payment of wages, shall furnish to their employee, either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (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, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (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 (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”

Here, Alonzo again supports her claim with her allegations of unpaid overtime, minimum wage, and meal and rest premiums. However, Linzer paid Alonzo all wages owed, including overtime, minimum wage, and accrued but unused vacation time. She was not owed any meal and/or rest premiums as she took all requisite breaks during the relevant time period. Please see above for a more in-depth response to the allegations of unpaid overtime, minimum wage, and meal and rest premiums.

Given the above, Alonzo did not “personally suffer” from these alleged Labor Code violations. See Cal. Lab. Code § 2699(c)(1).

Alleged Violations of LC 1174:

Labor Code section 1174 states in relevant part that California employers must “[f]urnish to the commission, at its request, reports or information that the commission requires . . . [and] [a]llow

any member of the commission or the employees of the Division of Labor Standards Enforcement free access to the place of business or employment of the person to secure any information or make any investigation that they are authorized by this chapter to ascertain or make.”

Here, Alonzo fails to allege any facts to support a claim that Linzer failed to furnish any requested reports / information to the California Labor Commissioner (“Commissioner”) and the Division of Labor Standards Enforcement (“DLSE”). Nonetheless, the Commissioner and DLSE have never requested information / reports from Linzer about any current and/or former employees, and Linzer has not failed to provide access to such information. To the extent her allegation involves Linzer’s obligation to “keep a record showing the names and addresses of all employees employed . . . [and] [k]eep . . . 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 . . . ,” Linzer has complied.

As such, the Notice was insufficient, and Alonzo did not “personally suffer” from these alleged Labor Code violations. *See* Cal. Lab. Code § 2699(c)(1).

Alleged Violations of LC 1182.12 and 1197:

Labor Code section 1182.12 provides the minimum wage for all industries based on the year.

Labor Code section 1197 states in relevant part that “[t]he minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful. This section does not change the applicability of local minimum wage laws to any entity.

Here, California’s minimum wage was \$16.00 per hour in 2024. Alonzo’s hourly rate in 2024 was well-above the state minimum wage at \$17.75. To the extent Plaintiff supports her failure to pay minimum wage with her allegations of rounding and wage theft, please see above detailed response.

As such, Alonzo did not “personally suffer” from these alleged Labor Code violations. *See* Cal. Lab. Code § 2699(c)(1).

Alleged Violations of LC sections 558, 1194, and 1194.2:

Labor Code section 558 provides civil penalties for violations of general working hours or any provision regulating hours and days of work.

Labor Code section 1194 states in relevant part that “. . . any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation”

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Labor Code section 1194.2 states in relevant part that when recovering "wages because of the payment of a wage less than the minimum wage fixed by an order of the commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon."

Here, the above-referenced labor code sections provide the penalties to be imposed should a violation of law occur, of which none have. As such, Alonzo did not "personally suffer" from these alleged Labor Code violations. *See* Cal. Lab. Code § 2699(c)(1).

For the aforementioned reasons, Alonzo does not have standing to bring a PAGA claim against Linzer under the above-referenced labor code sections.

Please feel free to contact Linzer's counsel at below with any questions regarding our response to this Notice.

Kaufman Dolowich, LLP
425 California Street
Suite 2100
San Francisco, CA 94104

Attn:

Katherine S. Catlos (kcatlos@kaufmandolowich.com)
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Allen Saylor (allen.saylor@kaufmandolowich.com)

Sincerely,



Yoshi Aihara
Executive Vice President