

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

March 18, 2025

VIA LWDA WEBSITE

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

Re: *Filomena Alonzo vs. Linzer Products Corp.*

To Whom It May Concern:

Please be advised that this law firm represents Ms. Filomena Alonzo (“Ms. Alonzo”) in claims arising from her employment with Linzer Products Corp., a New York Corporation, and DOES 1 through 100 (“Defendants”). Ms. Alonzo is an “aggrieved employee” within the meaning of Labor Code section 2699.3 as to all of the violations alleged herein. For purposes of this letter, “aggrieved employees” includes all of Defendants’ employees who worked for Defendants in California during the one year immediately preceding the date of this letter through the present.

Defendants operate manufacturing facilities for painting supplies including brushes, brush roller covers, paint trays, and other necessities. Defendants employed Ms. Alonzo as a non-exempt employee in their San Fernando, California location from approximately 1996 until approximately July 2024. Ms. Alonzo’s primary job duties included monitoring the machines that filled paint supplies into plastic packaging, and packing painting materials into boxes for shipping.

Defendants failed to compensate Ms. Alonzo and other aggrieved employees for all hours actually worked, resulting in unpaid minimum wages and additional unpaid overtime wages. Specifically, Defendants rounded and/or shaved Ms. Alonzo and other aggrieved employees’ timekeeping entries, which resulted in Ms. Alonzo and other aggrieved employees not being compensated for all hours actually worked. Specifically, Defendants required that Ms. Alonzo and other aggrieved employees clock-out for meal periods at exactly 11:30 a.m. In the event Ms. Alonzo and other aggrieved employees did not clock-out for a meal period by exactly 11:30 a.m., due to work demands requiring untimely meal periods or long lines at the timeclock, Defendants altered, rounded, and/or time shaved Ms. Alonzo and other aggrieved employees’ timekeeping records to reflect clock-outs at exactly 11:30 a.m., thereby depriving Ms. Alonzo and other aggrieved employees compensation for all hours worked and/or subject to the control of the employer. Due to Defendants’ timekeeping policies and practices that fail to compensate for all hours worked, Ms. Alonzo and other aggrieved employees were deprived of all required minimum wages. *See Camp v. Home Depot U.S.A., Inc.*, (2022) 84 Cal.App.5th 638, 654

("[I]f an employer, as in this case, can capture and has captured the exact amount of time an employee has worked during a shift, the employer must pay the employee for "all the time" worked."). Further, on occasions when Ms. Alonzo and other aggrieved employees worked over eight hours in a day and/or forty hours in a workweek, this process of adjusting Ms. Alonzo and other aggrieved employees' timekeeping records also deprived them of all overtime wages owed.

Defendants failed to provide Ms. Alonzo and other aggrieved employees with all legally-compliant meal periods due to Defendants' unlawful meal period policies/practices that failed to provide timely, uninterrupted, duty-free 30-minute meal periods before the fifth hour of work and second duty-free, 30-minute meal periods when they worked shifts in excess of ten hours. Specifically, Defendants failed to provide a "net" of 30-minutes for meal periods as required by law for the same reasons discussed below pertaining to rest periods. Specifically, Defendants maintained a "bell schedule" that alerted Ms. Alonzo and other aggrieved employees of the following meal period schedule: a first meal period bell rang 3 minutes before the start of the 30-minute meal period, at which time Ms. Alonzo and other aggrieved employees were required to walk from their respective workstations to the timeclock and form a line to clock-out for their meal periods, then a second bell rang **exactly** 30 minutes after the first bell rang to signal for Ms. Alonzo and other aggrieved employees they must end their meal period and walk back to the timeclock to clock-in for their shift. Notably, Defendants' supervisors informed Ms. Alonzo and other aggrieved employees they must clock-in to their shifts by **exactly** 30-minutes after they clocked out for meal periods and "not a minute later." However, this meal period policy/practice fails to account for the time it takes Ms. Alonzo and other aggrieved employees to travel from the timeclocks to the breakroom after clocking out to start their meal periods, or the time it takes Ms. Alonzo and other aggrieved employees to travel from the breakroom to the timeclocks and wait in line before clocking back in at the end of a meal period. As a result of Defendants' "bell schedule" and meal period policies and practices, Ms. Alonzo and other aggrieved employees were not provided a "net" of 30 minutes for meal periods in the breakroom away from the employees' workstation. Further, Ms. Alonzo and other aggrieved employees did not receive an additional hour of premium pay at their respective regular rates of pay for each workday in which a meal period violation occurred, as required by Labor Code section 226.7.

Defendants regularly failed to authorize and permit Ms. Alonzo and other aggrieved employees to take duty-free 10-minute rest periods for every four hours worked, or major fraction thereof, due to Defendants' unlawful rest period policies/practices. As with meal periods, Defendants failed to authorize and permit rest periods for a "net" of 10 minutes. Under California law, Defendants are required to authorize and permit a "net" rest period of 10-minutes that begins when the employee reaches a rest area away from his or her workstation and must be uninterrupted during the duration of the rest period. *See e.g.*, Division of Labor Standards Enforcement Manual ("DLSE Manual") §45.3.3; *Vaquero v. Stoneledge Furniture LLC*, (2017) 9 Cal.App.5th 98, 111-112 (citing DLSE Manual § 45.3.3 for the proposition that "the rest period begins when the employee reaches an area away from the workstation that is appropriate for rest"); *Augustus v. ABM Security*

Services, Inc., (2016) 2 Cal.5th 257, 260 (“[D]uring required rest periods, employers must relieve their employees of all duties and relinquish any control over how employees spend their break time”). Specifically, Defendants also maintained a “bell schedule” for rest periods that alerted Ms. Alonzo and other aggrieved employees of the beginning of their rest period, then rang a second time three minutes before the end of the 10-minute rest period, to signal to Ms. Alonzo and other aggrieved employees they must walk back and return to their respective workstations immediately, so that they would arrive back at their workstations by no later than the end of the 10-minute mark. Therefore, Defendants required Ms. Alonzo and other aggrieved employees to leave the rest area in order to return to their workstations before the end of their 10-minute rest period, thereby shortening their purported rest periods to less than 10 minutes. Further, on occasions when Ms. Alonzo and other aggrieved employees were not authorized and permitted to take all lawful rest periods to which they were entitled, Defendants failed to pay Ms. Alonzo and other aggrieved employees an additional hour of premium pay at their respective regular rates of pay for each workday in which a rest period violation occurred, as required by Labor Code section 226.7.

As a result of Defendants’ failure to pay all overtime wages, minimum wages, and meal and rest period premium wages owed, Defendants also maintained inaccurate payroll records, issued inaccurate wage statements to Ms. Alonzo and other aggrieved employees, and failed to pay all final wages owed to Ms. Alonzo and other aggrieved employees upon their respective separations from employment.

As described above, Defendants committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 1 (“Wage Order 1”):

Overtime Wage Violations

Defendants were required to properly pay Ms. Alonzo and other aggrieved employees for all overtime hours worked pursuant to California Labor Code § 1194 and Wage Order 1. Wage Order 1, § 3 requires an employer to pay an employee “one and one-half (1½) times the employee’s regular rate of pay for all hours worked in excess of eight (8) hours” per workday and/or in excess of 40 hours of work in the workweek. Wage Order 1, § 3 also requires an employer to pay an employee double the employee’s regular rate of pay for work in excess of twelve hours each workday and/or for work in excess of eight hours on the seventh consecutive day of work in the workweek. Defendants caused Ms. Alonzo and other aggrieved employees to work overtime hours but did not compensate Ms. Alonzo or other aggrieved employees at one and one-half times their regular rate of pay for all such hours.

Minimum Wage Violations

Wage Order 1, § 4 and California Labor Code §§ 1197 and 1182.12 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid

the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest accrued thereon. Defendants failed to conform their pay practices to the requirements of the law by failing to pay Ms. Alonzo and other aggrieved employees for all hours worked including, but not limited to, all hours they were subject to the control of Defendants and/or suffered or permitted to work under the California Labor Code and Wage Order 1.

Meal Period Violations

As alleged above, Defendants failed to provide Ms. Alonzo and other aggrieved employees with all required and compliant meal periods. See Labor Code §§ 226.7 and 512; Wage Order 1, § 11. As a result, Ms. Alonzo and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. See Labor Code § 226.7 ("If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... 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.").

Rest Period Violations

As described above, Defendants also failed to authorize and permit Ms. Alonzo and other aggrieved employees to take all required and compliant rest periods. See Labor Code §§ 226.7, 516, and 558; Wage Order 1, § 12. As a result, Ms. Alonzo and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that all rest periods were not authorized and permitted. See Labor Code § 226.7.

Wage Statement Violations

Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Ms. Alonzo and other aggrieved employees with complete and accurate wage statements with respect to gross wages earned, total hours worked, net wages earned, all applicable hourly rates in effect during the pay period, the corresponding number of hours worked at each hourly rate by the employee, and the correct name of the employer, in violation of Labor Code § 226 *et seq.* Defendants' failures in furnishing Ms. Alonzo and other aggrieved employees with complete and accurate itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all overtime and minimum wages as well as meal and rest period premium wages and deprived them of the information necessary to identify the discrepancies in Defendants' reported data and whether they have been paid all wages earned.

Waiting Time Penalties

Labor Code §§ 201-203 require an employer to pay all wages earned immediately at the time of separation of employment in the event the employer discharges the employee, or if the employee provides at least 72 hours of notice of his/her intent to quit. In the event the employee provides less than 72 hours of his/her intent to quit, said employee's wages become due and payable no later than 72 hours upon said employee's last date of employment. Defendants failed to timely pay Ms. Alonzo and other aggrieved employees all final wages due to them at the time of their separation, which includes, among other things, overtime and minimum wages, meal and rest period premium wages, and underpaid sick pay wages. Further, as a matter of uniform policy and practice, Defendants continue to fail to pay aggrieved employees all earned wages at the end of employment in a timely manner pursuant to Labor Code §§ 201-203. Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203. Defendants' willful failure to timely pay Ms. Alonzo and other aggrieved employees their earned wages upon separation from employment, results in a continued payment of wages up to thirty (30) days from the time the wages were due.

As an "aggrieved employee", Ms. Alonzo will initiate a civil action on behalf of herself and other aggrieved employees to recover damages, statutory penalties, and civil penalties (including an amount equal to the unpaid wages) resulting from the wage and hour violations alleged herein. Based on Ms. Alonzo's own investigation, and on information and belief, Defendants committed and continue to commit the following Labor Code violations:

- a. Failing to pay Ms. Alonzo and other aggrieved employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- b. Failing to pay Ms. Alonzo and other aggrieved employees the statutory minimum wage for all hours worked in violation of Labor Code §§ 1182.12, 1194, 1194.2, and 1197;
- c. Failing to provide Ms. Alonzo and other aggrieved employees all legally required meal periods, and failure to pay meal period premium wages to Ms. Alonzo and other aggrieved employees at their regular rate of pay, in violation of Labor Code §§ 226.7, 512, and 558;
- d. Failing to authorize and permit Ms. Alonzo and other aggrieved employees to take all lawful rest periods to which they are entitled, and failing to pay rest period premium wages to Ms. Alonzo and other aggrieved employees at their regular rate of pay, in violation of Labor Code §§ 226.7, 516, and 558;
- e. Failing to furnish Ms. Alonzo and other aggrieved employees with complete, accurate, itemized wage statements, in violation of Labor Code § 226;

- f. Failing to timely pay all final wages due to Ms. Alonzo and other aggrieved employees, in violation of Labor Code §§ 201-203;
- g. Failing to pay Ms. Alonzo and other aggrieved employees all earned wages at least twice during each calendar month, in violation of Labor Code § 204; and
- h. Failing to maintain accurate records on behalf of Ms. Alonzo and other aggrieved employees, in violation of Labor Code §§ 558 and 1174.

Pursuant to Labor Code § 2699.3, please notify us and Defendants if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC

A handwritten signature in blue ink, appearing to read "F. W. Schmidt", is written over the typed name.

Fletcher W. Schmidt, Esq.

cc: Linzer Products Corp., c/o CSC – Lawyers Incorporating Services, Agent for Service of Process, 2710 Gateway Oaks Dr., Ste. 150N, Sacramento, CA 95833 (via certified mail).