



CASTLE LAW

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October 23, 2025

For Online Filing:

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

Re: Nicole Prahm v. Pop Mart Americas, Inc.

Dear Labor Commissioner,

As counsel for, and on behalf of, Nicole Prahm (hereinafter referred to as “Claimant”), I am writing to provide you and the following employer(s) (hereafter “Defendants”) notice pursuant to California Labor Code section 2699.3:

Pop Mart Americas, Inc.
101 North Brand Blvd., suite 606
Glendale, CA 91203

I am setting forth the facts and theories to support each of the counts found within this letter. Please notify us of your intent to investigate any or all of the claims alleged herein against any of the above identified Defendants. Should you decide not to investigate, we request that you allow us to seek civil penalties on behalf of the Labor Commissioner, Claimant, and all similarly situated current and former aggrieved employees, pursuant to California Labor Code section 2699(a). A \$75.00 filing fee is being submitted to Department of Industrial Relations, Accounting Unit, 455 Golden Gate Avenue, 10th Floor, San Francisco, CA 94102.

A. FACTS

Claimant and other aggrieved employees worked for Defendant as non-exempt employees in California. Claimant was employed by Defendant as an assistant manager from approximately February 2025 to July 2025 when she was summarily terminated by Defendant. Claimant experienced and is informed and believes other employees of Defendant also experienced the following violations of the Labor Code during the applicable period, and on that basis they are aggrieved employees as discussed herein:

Defendant did not provide Claimant and similarly situated aggrieved employees their statutorily required meal and rest periods. Defendants failed to provide Claimant and other similarly situated

employees a 30-minute, duty-free meal period before the end of the fifth hour of work as required under the law. Defendant also failed to provide a second meal period to Claimant and similarly situated employees who work ten hours or more in a given shift. Claimant and similarly situated employees regularly had their meal and/ or rest breaks interrupted for work-related questions or tasks, resulting in the inability to take compliant meal and rest breaks. Moreover, Claimant and similarly aggrieved employees were not paid a missed meal and/ or rest period premium at the employee's regular rate of pay for each time they were not provided a compliant meal break or rest break.

Defendant failed to reimburse Claimant and other aggrieved employees for necessary work-related expenses. Defendant required Claimant and other aggrieved employees to use personal cell phones for work purposes without providing reimbursement. This included clocking in and out for work on her phone, and frequent use of her personal cell phone during the workday. Defendant and its agents/employees had a practice of contacting Claimant and other aggrieved employees directly on their personal cell phones to ask work-related questions and address work-related concerns. Additionally, Claimant was required to travel to attend mandatory training sessions, and was not reimbursed for mileage on her personal vehicle and other expenses incurred due to traveling for the training.

Defendant failed to notify Claimant and other aggrieved employees of sick leave available. The amount of sick leave available to Claimant and other aggrieved employees was not listed on their wage statements nor was it provided in a separate writing on their respective pay days.

Defendant failed to provide accurate and complete wage statements to Claimant and other aggrieved employees. Among the data missing from wage statements provided to Claimant and other aggrieved employees were all hours worked by Claimant and other aggrieved employees, as well as all money owed, such as premiums for non-compliance with meal and rest break requirements.

Defendant also failed to pay Claimant and similarly situated aggrieved employees their final wages timely in accordance with the requirements of Labor Code section 201 and 202. Defendant was required to pay Claimant and other aggrieved employees all wages, including premiums for missed meal and rest breaks, owed upon termination or within 72 hours of their voluntary resignation. Defendant has failed to pay Claimant and other aggrieved employees all wages when they were due with regard to the end of their employment with Defendant. Moreover, Defendant failed to timely pay Claimant and similarly aggrieved employees all wages due during employment.

Defendant also failed to pay overtime, meal break premiums, and rest break premiums at the correct regular rate of pay. Claimant and other aggrieved employees earned non-discretionary bonuses that were not factored into the regular rate of pay. On information and belief, Defendant also failed to pay California Sick Pay at the correct regular rate of pay.

Claimant and other aggrieved employees were required to perform work off the clock due to receiving communications off the clock that they were expected and required to respond to without at least minimum wage compensation. These circumstances resulted in unpaid overtime wages because Claimant and other aggrieved employees often worked more than 8 hours in a day and/or more than 40 hours in a week.

B. VIOLATIONS OF THE LABOR CODE EXPERIENCED BY CLAIMANT AND SIMILARLY SITUATED EMPLOYEES

Violation of Labor Code §§ 1194, 1197, 1197.1; IWC Wage Order(s) (Failure to Pay Minimum Wages)

California Labor Code sections 1194, 1197, 1197.1 and relevant IWC Wage Order(s) require employers to pay at least the applicable minimum wage for all time worked. During the period Claimant and similarly situated employees were employed by Defendant, they were entitled to be paid at least the State's or other applicable minimum wage rate for all time that they worked. For the reasons stated above, Defendant did not pay Claimant and similarly situated employees at least the applicable minimum wage for all hours worked. Thus, Claimant and similarly situated employees were not paid at least the applicable state minimum wage for all hours worked in violation of the Labor Code.

Violation of Labor Code §§ 510, 1194; IWC Wage Order(s) (Failure to Pay Overtime Wages)

Labor Code sections 510 and 1194 and relevant IWC Wage Order(s) require employers to pay employees overtime at 1.5 times of each employee's regular rate for any work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one workweek. Employers must also pay overtime at 1.5 times of each employee's regular rate for the first eight (8) hours worked on the seventh day of work in any one workweek. Finally, employers must pay double each employee's regular rate for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh day of work in any one workweek. As stated above, Claimant and similarly situated employees worked over eight (8) hours per day and forty (40) hours per week and were not paid overtime wages at their regular rate of pay as legally required. Claimant and all similarly situated employees are entitled to recover all unpaid overtime wages.

Violation of Labor Code § 1174 (Failure to Keep Accurate Time Records)

Labor Code section 1174(d) requires employers to keep "payroll records showing the hours worked daily by and the wages paid to . . . employees . . . These records shall be kept in accordance with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years." Defendant did not keep accurate information regarding all hours worked by Claimant and similarly situated employees, largely by failing to accurately record all time worked on their time records. This was in violation of the Labor Code.

Violation of Labor Code §§ 226.7, 512 and IWC Wage Order(s) (Failure to Provide Meal Periods)

Labor Code section 226.7 and relevant IWC Wage Order(s) require employers to provide employees meal periods of thirty (30) minutes per five (5) hours worked. For the reasons stated above, Claimant and similarly situated employees were not authorized and permitted to take legally compliant

meal periods pursuant to California law. Defendant also failed to pay meal period premiums for its failure to provide meal periods.

Violation of Labor Code § 226.7 and IWC Wage Order(s) (Failure to Provide Rest Periods)

Labor Code section 226.7 and relevant IWC Wage Order(s) require employers to provide employees paid off-duty rest periods of ten (10) minutes per four (4) hours or major fraction thereof worked. For the reasons stated above, Claimant and similarly situated employees were not authorized and permitted to take legally compliant rest periods pursuant to California law in violation of the Labor Code. Defendant also failed to pay rest period premiums for its failure to provide rest periods.

Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)

Labor Code section 226 requires employers to furnish to employees with “an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, . . . (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, 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 his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer . . . and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee” For the reasons stated above, Defendant failed to comply with these requirements with respect to Claimant and similarly situated employees in violation of the Labor Code.

Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)

Labor Code section 2802(a) states that “An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.” For the reasons stated above, Defendant failed to pay required reimbursements to Claimant and similarly situated employees for required business expenses in violation of the Labor Code.

Violation of Labor Code §§ 201–203, 256 (Failure to Pay Final Wages)

Labor Code sections 201–203 require that all wages, including minimum wages and meal and rest period premiums, be paid to employees upon separation and/or termination of employment. Here, for the reasons stated above, Claimant and similarly situated employees did not receive all final wages due and owing to them at the time of termination or seventy-two (72) hours thereafter as required by Labor Code sections 201–203. This is in violation of the Labor Code.

Violation of Labor Code §§ 204, 210 (Late Pay During Employment)

Labor Code section 204 require that all wages, including minimum wages and meal and rest period premiums, be paid to employees at specified intervals. Non-exempt employees must be paid all wages owed at least twice monthly. Here, for the reasons stated above, Claimant and similarly situated employees did not receive all wages due and owing to them during their employment at the required times and intervals as required by Labor Code sections 204, 210.

Violation of Labor Code § 246 (Failure to Notify of Available Sick Leave)

Labor Code section 246 requires employers to "provide an employee with written notice that sets forth the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either the employee's itemized wage statement described in Section 226 or in a separate writing provided on the designated pay date with the employee's payment of wages." As stated above, Defendant failed to notify Claimant and other aggrieved employees of the amount of sick leave available to them on their designated pay day. For the reasons stated above, Defendant failed to comply with these requirements with respect to Claimant and other aggrieved employees in violation of the Labor Code.

Very truly yours,
Castle Law: California Employment Counsel, PC

By: _____
Kent L. Bradbury

cc: Pop Mart Americas, Inc.
101 North Brand Blvd., suite 606
Glendale, CA 91203