BRADLEY/GROMBACHER LLP
CLASS ACTIONS, MASS TORTS & CATASTROPHIC INJURIES

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January 22, 2026

Labor and Workforce Development Agency
Attn: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102
Filed Online

Re: <u>Written Notice – Private Attorney General Act ("PAGA") – Labor Code § 2698 et seq.</u>
Regina Keisu v. See's Candy Shops, Inc., et al.
Employee: Regina Keisu
Employer: See's Candy Shops, Inc.

Dear PAGA Administrator:

Notice is hereby provided that, pursuant to California Labor Code ("*Cal. Labor Code*") § 2699.3, REGINA KEISU ("Employee") contends that SEE'S CANDY SHOPS, INC. ("Employer") have violated, and continue to violate, provisions of the *Cal. Labor Code* and wage orders promulgated by the Industrial Welfare Commission ("IWC wage order"), including, but not limited to, *Cal. Labor Code* §§ 201-203, 204, 221, 223, 226(a), 226.7, 510, 512, 1174.5, 1182, 1194, 1197, 1198, 6310, 6311, 6400 *et seq.*, and the applicable industrial wage orders ("wage order" or "IWC").

In accordance with the required notice under *Cal. Labor Code* § 2699.3 of the Private Attorney General Act ("PAGA"), this letter shall serve as formal written notice to the Labor and Workforce Development Agency ("LWDA") and Employer.

Employee has worked for Employer from approximately 2023 to the present. During the Relevant Period of Time, Employee worked at Employers' fulfillment center, located at 20600 Alameda St, Carson, CA 90810. Employee's duties and responsibilities consisted of, but were not limited to, manufacturing food, food safety, identifying gaps in production and notifying management, and packaging food products.

Employee is an "aggrieved employee" as defined in *Cal. Labor Code* § 2699(c) and brings this action on behalf of herself and all other aggrieved employees of Employer and seeks penalties under PAGA for Employer' violations of the *Cal. Labor Code*.

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Employer See's Candy Shops, Incorporated (Inc.) is a California stock Corporation Inc. Employer is a candy manufacturer and retail store founded and headquartered in South San Francisco, California. Employer has over 200 retail shops across North America.

At all relevant times, Employer issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all aggrieved, hourly paid employees in California, including Employee and others similarly situated, regardless of their location or position.

Employee and other aggrieved employees seek penalties and other compensation from Employer for the relevant time period because Employer:

1. Failed to Pay Employees for All Overtime (*Cal. Labor Code* §§ 510, 1198);
2. Failed to Pay Employees for All Hours Worked (*Cal. Labor Code* §§ 221, 223, 1182, 1194, 1197, 1198);
3. Failed to Provide Employees with Compliant Meal and Rest Periods (*Lab. Code* §§ 226.7, 512, and 1198);
4. Failed to Timely Pay Wages During Employment (*Cal. Labor Code* § 204);
5. Failed to Pay All Wages Owed at Termination (*Cal. Labor Code* §§ 201-203); and,
6. Failed to Provide Employees and Aggrieved Employees with Accurate, Itemized Wage Statements and Failed to Maintain Accurate Records (*Cal. Labor Code* §§ 226(a), 1174.5);
7. Retaliated Against Employees for Reporting Occupational Safety and Health Violations (Lab. Code §§ 6310, 6311);
8. Failure to Provide a Safe and Healthful Workplace (Lab. Code, § 6400(a).)

Below please find the relevant facts and legal theories to support the aforementioned violations.

Failure to Pay Overtime

During the Relevant Time Period, upon information and belief, Employer had, and continue to have, a company-wide policy of discouraging and impeding Employee and other aggrieved employees from recording hours worked that were outside of their scheduled shifts in order to limit the amount of overtime employees could accrue. On information and belief, this policy of limiting overtime, led Employee and other aggrieved employees to work through their meal and rest breaks.

At all times, Employee and other aggrieved employees remained under the control of Employer. Employer knew or should have known that as a result of these company-wide practices and/or policies, Employee and other aggrieved employees were performing assigned duties off-the-clock and were suffered or permitted to perform work for which they were not paid. Because Employee and other aggrieved employees worked shifts of eight (8) hours a day or more or forty (40) hours a week or more, some of the work qualified for overtime premium pay.

California *Cal. Labor Code* §§ 510 and 1198 and the applicable wage order require Employer to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of one-and-one-half (1½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC wage order further provides that Employer are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

Accordingly, Employer regularly failed to pay overtime wages to Employee and other aggrieved employees for all overtime hours worked in violation of *Cal. Labor Code* §§ 510 and 1198. Employee and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to *Cal. Labor Code* §§ 218.5 and 2699(k)(1).

<u>Failure to Pay Minimum Wages</u>

Cal. Labor Code § 1194(a) provides in relevant part: "[n]otwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage … is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage … including interest thereon, reasonable attorney's fees, and costs of suit."

Cal. Labor Code § 1197 provides: "[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful."

Employee is informed and believes, and therefore alleges, that Employer' compensation schemes do not fairly compensate Employee and aggrieved employees for all hours spent performing their job duties.

The failure to pay at least minimum wages to Employee and aggrieved employees for each and every hour worked violates *Cal. Labor Code* §§ 1182, 1194, 1197, 1198, and the applicable IWC wage order.

The failure to pay designated wages to Employee and aggrieved employees for each and every hour worked violates *Cal. Labor Code* §§ 221 and 223; and the applicable IWC wage order.

Accordingly, Employer regularly failed to pay at least minimum wages to Employee and other aggrieved employees for all of the hours they worked in violation of *Cal. Labor Code* §§ 1194, 1197, and 1198. Employee and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to *Cal. Labor Code* §§ 218.5 and 2699(k)(1).

<u>Failure to Provide Compliant Meal Breaks</u>

During the Relevant Time Period, meal breaks were typically missed, late or interrupted. Employee and aggrieved employees would work more than five hours without a meal period and during the Relevant Time Period, Employee and aggrieved employees would consistently work through their meal periods due to Employers demand schedule.

The applicable wage order(s) require that employers must provide meal periods and authorize and permit rest periods to all employees during their shifts. Meal and rest periods must be "off duty," which means that employees must be relieved of "all work-related duties," and they must be "free from employer control" over how they "spend their time." Employees must have the freedom to use meal and rest periods for their own purposes. (*Brinker Rest. Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1038-1039. ("*Brinker*").)

Employer did, and does, not provide Employee and aggrieved employees with meal periods where they are, and were, completely relieved of duty for at least thirty (30) minutes on or before the fifth hour of work and again, by the tenth hour of work. Due to the pressuring demand of the delivery schedules that Employer assigns her and other aggrieved employees, Employee and aggrieved employees regularly had to take their meal breaks later than the fifth hour of their shifts.

Thus, Employer has failed to perform its obligations to provide Employee and aggrieved employees with all off-duty meal periods before the end of the fifth hour of work and/or a second meal period by the end of the tenth hour of work, and has also failed to pay aggrieved employees one (1) hour of pay at the regular rate for each off-duty meal period that they have been denied. Pursuant to *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858 ("*Ferra*"), the court unanimously held that employers must pay premium payments to employees for missed meal, rest, and recovery breaks at the employee's "regular rate of pay" instead of their base hourly rate.

<u>Failure to Provide Compliant Rest Breaks</u>

Cal. Labor Code §§ 226.7 and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate of pay for each work day that a meal or rest period is not provided. *Cal. Labor Code* § 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the IWC. The applicable IWC wage order section 12 provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under *Cal. Labor Code* § 226.7 and the applicable IWC wage order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." (*Augustus et al. v. ABM Security Services, Inc*. (2016) 2 Cal.5th 257, 273.)

During the relevant time period, Employer regularly failed to authorize and permit Employee and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. Employee alleges that he and aggrieved employees often never took a rest break and if they did, they were never completely relieved of all duties for the entire ten minutes due to the demanding delivery schedule of Employer.

As a result of Employer's practices and policies, Employee and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled.

Accordingly, Employer failed to authorize and permit all rest periods in violation of *Labor Code* §§ 226.7. Employee and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to *Cal. Labor Code* §§ 218.5 and 2699(k(1).

Failure to Timely Pay Wages During Employment

California Labor Code § 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 § 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. Alternatively, California Labor Code § 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the Relevant Time Period, Employer willfully failed to pay Employee and the aggrieved employees all wages due including, but not limited to, overtime wages, and/or minimum wages, within the time periods specified by California Labor Code § 204.

Employee and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to *Cal. Labor Code* §§ 210, 218.5 and/or 2699(k)(1).

Failure to Timely Pay Final Wages Upon Termination

As a pattern and practice, Employer regularly failed to pay Employee and aggrieved employees their final wages pursuant to *Cal. Labor Code* §§ 201-203.

Cal. Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (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.

On information and belief, Employer has a company-wide practice or policy of failing to pay all accrued wages to departing employees and don't adhere to the time requirements set forth in *Cal. Labor Code* §§ 201 and 202.

Employer willfully failed to pay Employee and aggrieved employees the earned and unpaid wages set forth above, including but not limited to minimum wages, either at the time of discharge, or within seventy-two (72) hours of their leaving Employer' employ.

Failure to Provide Accurate, Itemized Wage Statements

Cal. Labor Code § 226(a) requires Employer make, keep, and provide true, accurate, and complete wage records. Employer have not provided Employee and other aggrieved employees with properly itemized wage statements. *Cal. Labor Code* § 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or $50 for the initial pay period in which a violation occurs and $100 per employee for each violation in a subsequent pay period, not to exceed $4,000. Further, *Cal. Labor Code* § 226.3 provides that any employer who violates § 226(a) shall be subject to a civil penalty in the amount of $250 per employee per violation in an initial citation and $1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to § 226(a).

During the relevant time period, Employer have knowingly and intentionally provided Employee and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. Employer issued uniform wage statements to Employee and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages and the corresponding number of hours worked at each hourly rate.

Employer violated California Labor Code §§ 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9). Because Employer did not record the time Employee and other aggrieved employees spent working off-the-clock (i.e. through their meal and rest periods), Employer did not list the correct amount of gross wages and net wages earned by Employee and other aggrieved employees in compliance with § 226(a)(1) and § 226(a)(5), respectively. For the same reason, Employer failed to accurately list the total number of hours worked by Employee and other aggrieved employees, in violation of § 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of § 226(a)(9). For the same reason, Employer also failed to list the correct afmount of net wages in violation of § 226(a)(5). Employer also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct rates of pay for overtime wages in violation of § 226(a)(9).

As a result of not having kept accurate records, Employee and aggrieved employees suffered injuries in the form of confusion over whether they received all wages owed to them, and difficulty and expense in reconstructing pay records in addition to other injuries which may come to light during the discovery process.

Cal. Labor Code § 226(e)(1) provides that An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation occurs and one hundred dollars ($100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars ($4,000), and is entitled to an award of costs and reasonable attorney's fees (*Id.*)

Employee and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon pursuant to *Cal. Labor Code* §§ 218.5, 226(e)(1), and 2699(k)(1).

Retaliation in Violation of California Labor Code Section 6310

California Labor Code Section 6310 states:

"(a) No person shall discharge or in any manner discriminate against any employee because the employee has done any of the following:

> (1) Made any oral or written complaint to the division, other governmental agencies having statutory responsibility for or assisting the division with reference to employee safety or health, their employer, or their representative.
>
> (2) Instituted or caused to be instituted any proceeding under or relating to their rights or has testified or is about to testify in the proceeding or because of the exercise by the employee on behalf of themselves, or others of any rights afforded to them.
>
> (3) Participated in an occupational health and safety committee established pursuant to Section 6401.7.
>
> (4) Reported a work-related fatality, injury, or illness, requested access to occupational injury or illness reports and records that are made or maintained pursuant to Subchapter 1 (commencing with Section 14000) of Chapter 1 of Division 1 of Title 8 of the

> California Code of Regulations, or exercised any other rights protected by the federal Occupational Safety and Health Act (29 U.S.C. Sec. 651 et seq.)("OSHA"), except in cases where the employee alleges they have been retaliated against because they have filed or made known their intention to file a workers' compensation claim pursuant to Section 132a, which is under the exclusive jurisdiction of the Workers' Compensation Appeals Board."

On information and belief, Employer has a company-wide practice of discriminating against employees who file complaints or claims regarding employee safety or health, instituted proceedings relating to employee rights or exercised their rights on behalf themselves and other employees, and reported work-related injuries, illness and other occupational health and safety issues.

Retaliation in Violation of California Labor Code Section 6311

Under *California Labor Code Section* 6311, No employee shall be laid off or discharged for refusing to perform work in the performance of which this code, including *Labor Code §* 6400, any occupational safety or health standard, or any safety order of the division or standards board will be violated, where the violation would create a real and apparent hazard to the employee or their fellow employees.

Any employee who is laid off or discharged in violation of this section or is otherwise not paid because the employee refused to perform work in the performance of which this code, any occupational safety or health standard, or any safety order of the division or standards board will be violated and where the violation would create a real and apparent hazard to the employee or their fellow employees shall have a right of action for wages for the time the employee is without work as a result of the layoff or discharge.

On information and belief, Employer has a company-wide practice of discharging, laying off and failing to pay those employees who refuse to perform work for Employer where that work would create a real and apparent hazard to the Employee or their fellow employees.

Failure to Provide a Safe and Healthful Workplace

Every employer shall furnish employment and a place of employment that is safe and healthful for the employees therein. *California Labor Code* § 6400(a). On information and belief, Employer has failed to provide Employee and aggrieved employees with a safe and healthful place of employment.

Conclusion

Enclosed please find a copy of the class action complaint that is in the process of being filed in the Superior Court for the State of California, Los Angeles County. Employee respectfully requests that the LWDA notify this office within sixty-five (65) days if it wishes to investigate this matter further. A copy is being sent via certified mail to Employer. Should you have any questions or concerns or require additional information, please do not hesitate to contact the undersigned.

Thank you for your time and consideration.

Very truly yours,

BRADLEY/GROMBACHER, LLP

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Marcus J. Bradley, Esq.

cc: **SEE'S CANDY SHOPS, INC.**
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