February 18, 2026

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn. PAGA Administrator
455 Golden Gate Ave., 10th Floor
San Francisco, CA 94102

Re: *Maria Miranda v. Griff Industries, Inc.*

To Whom It May Concern:

Please be advised that this law firm represents Maria Miranda ("Ms. Miranda") in claims arising from her employment with Griff Industries, Inc., a California corporation; and Does 1 through 100 (collectively "Griff Industries"). Ms. Miranda is an "aggrieved employee" as defined by Labor Code Section 2698 *et seq*., due to Griff Industries' numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code Section 2699.3, which requires aggrieved employees to notify their employer and the Labor & Workforce Development Agency ("LWDA") of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, "aggrieved employees" include all of Griff Industries' non-exempt employees who worked for Griff Industries in California during the one year immediately preceding the date of this letter through the present.

Griff Industries does business as a manufacturing company engaged in plastic injection molding, producing plastic components and products for commercial and medical-related applications. Griff Industries has employed Ms. Miranda as a non-exempt employee in the position of "Machine Operator" (or similarly titled position) since approximately March 2018. Ms. Miranda's job duties entail checking the quality of the plastic products from molds, removing product from molds, packaging product, and putting product onto palettes.

During a portion of Ms. Miranda's employment with Griff Industries, Griff Industries utilized timekeeping policies/practices which resulted in Ms. Miranda and other aggrieved employees not being compensated for all hours actually worked. Upon information and belief, during a portion of the relevant time period, Griff Industries' timekeeping system regularly, systematically, and impermissibly rounded and/or shaved down the hours worked by Ms. Miranda and other aggrieved employees resulting in the failure to compensate Ms. Miranda and other aggrieved employees for all hours worked. Although Ms. Miranda clocked in and out of her work shifts through an electronic timeclock, upon information and belief, during a portion of the relevant time period, Griff Industries shaved and/or rounded down Ms. Miranda's time entries leading to Ms.

Miranda and aggrieved employees only being compensated for her scheduled hours of work and not her actual hours worked. This has resulted in Ms. Miranda and other aggrieved employees not being paid all required wages for all hours worked, including all minimum wages and overtime wages. In addition, prior to clocking into their shifts, Ms. Miranda and other aggrieved employees would occasionally perform work related tasks. However, Griff Industries failed to compensate employees for this work performed off the clock. Due to Griff Industries' timekeeping policies/practices that fail to compensate for all hours worked, Ms. Miranda and other aggrieved employees were not compensated for all required minimum and overtime wages.

During Ms. Miranda's employment with Griff Industries, Griff Industries failed to provide Ms. Miranda and other aggrieved employees with all legally compliant meal periods due to Griff Industries' meal period policies/practices, which have frequently resulted in late (commencing after the fifth hour of work), short (less than 30 minutes), and/or missed meal periods. On those occasions when Ms. Miranda was not provided with all legally-compliant meal periods to which she was entitled, Griff Industries failed to compensate Ms. Miranda with the required meal period premium(s) for each workday there was a meal period violation as mandated by Labor Code § 226.7. Upon information and belief, Griff Industries maintained no mechanism for the payment of meal period premium payments as required by Labor Code § 226.7, in the event that a legally-compliant meal period was not provided to their aggrieved employees.

Griff Industries has also failed to authorize and permit all required rest periods for Ms. Miranda and other aggrieved employees. Specifically, Griff Industries has often failed to authorize and permit a 10-minute rest period for every four hours worked or major fraction thereof due to work demands imposed by Griff Industries. On those occasions when Ms. Miranda was not authorized and permitted all legally required rest periods to which she was entitled, Griff Industries did not compensate Ms. Miranda with the required rest period premium, as required by Labor Code § 226.7.

Griff Industries also failed to reimburse Ms. Miranda and other aggrieved employees for all reasonable and necessary work expenditures, including, but not limited to, purchasing tools for work-related purposes. Specifically, Ms. Miranda was required to purchase multiple pairs of specialty gloves. However, Ms. Miranda and other aggrieved employees were not reimbursed for these work-related expenditures as required pursuant to Labor Code § 2802.

As a result of Griff Industries' failure to compensate Ms. Miranda and other aggrieved employees for all minimum wages, overtime wages, and all meal and rest period premium wages, Griff Industries maintained inaccurate payroll records and failed to issue accurate, compliant, itemized wage statements. As a further result of Griff Industries' failure to compensate Ms. Miranda and other aggrieved employees for all minimum wages, overtime wages, and all meal and rest period premium wages, Griff Industries failed to pay Ms. Miranda and other aggrieved employees all wages owed at the time of their separation of employment with Griff Industries.

As described above, Griff Industries committed the following violations of the Labor Code, and Industrial Welfare Commission Wage Order 1 ("Wage Order 1"):

<u>Overtime Wage Violations</u>

Griff Industries was required to pay Ms. Miranda and other aggrieved employees overtime wages for all hours worked in excess of eight hours per workday and/or forty hours per workweek. *See* Labor Code §§ 1194(a) and 1198; Wage Order 1, § 3. According to Labor Code § 510(a), "Any 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." This Section further provides, "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." As alleged above, Griff Industries caused Ms. Miranda and other aggrieved employees to work overtime hours but did not compensate Ms. Miranda and other aggrieved employees at one and one-half times their regular rate of pay for such hours. As a result of these policies/practices, Ms. Miranda and other aggrieved employees were not compensated for all overtime and double-time wages.

<u>Minimum Wage Violations</u>

Griff Industries was required to pay Ms. Miranda and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour actually worked. *See* Labor Code §§ 1182.12, 1194, 1194.2, 1197; Wage Order 1, § 4. As alleged above, Griff Industries failed to conform its pay practices to the requirements of the law by failing to pay Ms. Miranda and other aggrieved employees for all hours worked including, but not limited to, all hours they were subject to the control of Griff Industries and/or suffered or permitted to work under the California Labor Code and Wage Order 1. As a result of these policies/practices, which fail to compensate for all hours worked, Ms. Miranda and other aggrieved employees were deprived of all required minimum wages.

<u>Meal Period Violations</u>

As alleged above, Griff Industries failed to provide Ms. Miranda 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. Miranda 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 alleged above, Griff Industries also failed to authorize and permit Ms. Miranda and other aggrieved employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 1, § 12. As a result, Ms. Miranda and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal period or rest period in accordance with an applicable 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 period is not provided.")

Wage Statement Violations

Griff Industries was required to furnish Ms. Miranda and other aggrieved employees with complete and accurate itemized wage statements that showed, among other things, their rates of pay, corresponding number of hours worked at each rate of pay, total gross wages earned, and total net wages earned. *See* Labor Code §§ 226(a) and 1174(d); Wage Order 1, § 7. As a result of Griff Industries' failure to pay all overtime, minimum, and double-time wages, and failure to pay all required meal and rest period premium wages, Griff Industries maintained inaccurate payroll records and issued inaccurate wage statements to Ms. Miranda and other aggrieved employees in violation of Labor Code § 226. Griff Industries' failure to comply with its wage statement obligations was knowing and intentional, and Ms. Miranda and other aggrieved employees have suffered injury as a result.

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. Miranda 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. Miranda 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.

<u>Failure to Reimburse Employees for Necessary Business Expenditures</u>

As alleged above, Griff Industries failed to reimburse Ms. Miranda and other aggrieved employees for necessary work expenses, including the use of their personal tools for business purposes. Griff Industries' policy of not providing reimbursement for necessary work-related expenses is in violation of Wage Order 1, § 9, and Labor Code §§ 2802 and 2804 ("An employer shall indemnify his or her employees 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."). Ms. Miranda and other aggrieved employees are therefore entitled to reimbursement of such unpaid work expenses with interest.

As an "aggrieved employee," Ms. Miranda will initiate a civil action on behalf of herself and other aggrieved employees to recover civil penalties resulting from the wage and hour violations alleged herein. Based on Ms. Miranda's own investigation, and on information and belief, Griff Industries committed and continues to commit the following Labor Code violations:

a. Griff Industries violated Labor Code §§ 204, 510, 1194, and 1198 by failing to pay Ms. Miranda and other aggrieved employees all overtime compensation earned;

b. Griff Industries violated Labor Code §§ 1182.12, 1194, 1194.2, and 1197 by failing to pay Ms. Miranda and other aggrieved employees the statutory minimum wage for all hours worked;

c. Griff Industries violated Labor Code §§ 226.7, 512, 558, and 1198 by failing to provide meal periods as required by law and failing to pay meal period premiums to Ms. Miranda and other aggrieved employees at these employees' respective regular rates of compensation for meal period violations;

d. Griff Industries violated Labor Code §§ 226.7, 516, 558, and 1198 by failing to authorize and permit Ms. Miranda and other aggrieved employees all required rest periods and failing to pay rest period premiums to Ms. Miranda and other aggrieved employees at these employees' respective regular rates of compensation for rest period violations;

e. Griff Industries violated Labor Code § 226 by failing to furnish Ms. Miranda and other aggrieved employees with accurate and compliant itemized wage statements;

f. Griff Industries violated Labor Code §§ 2802 and 2804 by failing to reimburse Ms. Miranda and other aggrieved employees for all necessary expenditures incurred;

g. Griff Industries violated Labor Code § 204 by failing to pay Ms. Miranda and other aggrieved employees all wages earned at least twice during each calendar month; and

h. Griff Industries violated Labor Code §§ 1174 and 1198 by failing to maintain accurate records on behalf of Ms. Miranda and other aggrieved employees.

Pursuant to Labor Code Section § 2699.3(a)(2)(A), please notify us and Griff Industries 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

Paul K. Haines

cc: Griff Industries, Inc. (via certified mail)