



May 5, 2026

VIA ELECTRONIC SUBMISSION

Attn.: PAGA Administrator
Department of Industrial Relations
Accounting Unit
455 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102

Re: Lisa Sadachika adv. Citizen Watch Company of America, Inc., et al.
K&A Clients: Lisa Sadachika
K&A File No.: 9800.0408
Subject: Notice of Representative Action Pursuant to the Private Attorneys General Act of 2004

Dear PAGA Administrator:

This office represents Lisa Sadachika (“Ms. Sadachika” or “Plaintiff”). Pursuant to Labor Code sections 2698, et seq., and the Private Attorneys General Act of 2004 (“the Act”), we are providing written notice that Plaintiff’s former employer, Citizen Watch Company of America, Inc. (“Citizen”), and any and all related entities (collectively referred to as “Defendants”), are in violation of various provisions of the California Labor Code, including provisions that impose civil penalties.

Plaintiff and other aggrieved employees intend to avail themselves of the protections of the Act. Accordingly, this correspondence will serve to satisfy the notice requirement of the Act pursuant to Labor Code section 2699.3(a).

To the extent that other entity and/or individual Defendants are named and charged with violations of the Labor Code – making them liable on an individual basis as permitted by numerous Labor Code sections including, but not limited to, 558, 558.1, and 1197.1 – Plaintiff reserves any and all rights to add, substitute, or change the name of employer entities and/or individuals responsible for the violations at issue.

Any further amendments and changes to this notice shall relate back to the date of this Notice. Consequently, Defendants are on notice that Plaintiff continues her investigation, with the full intent to amend and/or change this Notice, to add any undiscovered violations of any of the provisions of the Labor Code – to the extent that are applicable – and to change and/or add the identities of any entities and/or individuals responsible for the violations contained herein.

STATEMENT OF FACTS

Plaintiff was employed by Defendants as a non-exempt hourly employee for approximately nine (9) years, beginning in or around 2017 and continuing until her termination

on or about April 17, 2026. During the course of her employment, Plaintiff was compensated on an hourly basis at a rate of approximately \$38.36 per hour. Plaintiff typically worked a schedule of approximately 6:00 a.m. to 3:00 p.m., Monday through Friday. Plaintiff is informed and believes that during the relevant time period, Defendants employed numerous other non-exempt employees who were subject to the same or similar policies and practices described herein.

Throughout her employment, Defendants maintained policies and practices that resulted in Plaintiff and other employees not being paid for all hours worked. Plaintiff was regularly assigned a workload that could not reasonably be completed within her scheduled working hours. As a result, Plaintiff regularly worked additional hours, including approximately four (4) to six (6) hours of overtime per week, as well as additional work on weekends, in order to meet deadlines and complete her assigned duties. Plaintiff is informed and believes that Defendants knew or should have known that employees were performing work outside of their scheduled hours.

Despite this, Defendants discouraged the reporting of overtime and maintained policies that effectively prevented employees from accurately recording all hours worked. Plaintiff was instructed or understood that overtime was not permitted due to budgetary constraints. As a result, Plaintiff was left with no option but to work off-the-clock in order to complete her assignments. Plaintiff is informed and believes that Defendants failed to pay all overtime wages owed for hours worked in excess of eight (8) hours in a day and/or forty (40) hours in a week.

Defendants also failed to provide legally compliant meal periods. Plaintiff was required to perform work during her meal periods due to workload demands and operational requirements. If Plaintiff ever clocked out for meal periods, she had no option but to continue working at her desk, including responding to emails and performing job duties. Plaintiff is informed and believes that she and other employees were not relieved of all duty during meal periods as required by California law. Defendants failed to provide premium wages for missed, late, or non-compliant meal periods.

Defendants also failed to authorize and permit compliant rest periods. Due to workload demands and staffing practices, Plaintiff was unable to take uninterrupted rest breaks. Plaintiff is informed and believes that Defendants maintained policies and practices that discouraged or prevented employees from taking rest breaks and failed to provide premium wages when rest periods were not provided.

Defendants further failed to reimburse Plaintiff for necessary business expenses incurred in the course and scope of her employment. Plaintiff was required to use her personal cellular phone to communicate with banks, respond to work-related emails, and troubleshoot work-related issues, particularly due to issues with company equipment. Plaintiff is informed and believes that Defendants knew of these expenditures but failed to reimburse Plaintiff for these necessary business expenses.

Defendants also failed to maintain accurate payroll and time records. Although Defendants utilized an electronic timekeeping system, Plaintiff is informed and believes that Defendants did not maintain accurate records reflecting all hours worked, including off-the-clock

work performed after employees clocked out and during meal periods. As a result, Defendants failed to maintain accurate records of daily hours worked and meal periods taken as required by California law.

Defendants also failed to provide accurate, itemized wage statements. Wage statements issued to Plaintiff did not accurately reflect all hours worked or all wages earned, including overtime wages and premium wages owed for missed meal and rest periods.

On or about April 17, 2026, Plaintiff's employment with Defendants ended. Plaintiff is informed and believes that Defendants failed to pay all wages due and owing at the time of separation, including unpaid overtime wages and premium wages.

Plaintiff is informed and believes that the unlawful policies and practices described herein were not limited to her, but were applied to other non-exempt employees employed by Defendants during the relevant time period. Such employees are "aggrieved employees" within the meaning of Labor Code section 2699(c). Accordingly, Plaintiff hereby provides notice of her intent to seek civil penalties, in a representative capacity on behalf of herself and all other aggrieved employees, for the violations applicable to them pursuant to the Private Attorneys General Act of 2004, Labor Code section 2698 et seq.

LABOR CODE VIOLATIONS

Defendants are in violation of the following Labor Code provisions:

1. Labor Code §§ 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198 (Failure to Pay Minimum Wage);
2. Labor Code §§ 510, 1194, and 1198 (Failure to Pay Overtime Wages; Failure to Properly Calculate Regular Rate of Pay);
3. Labor Code §§ 201, 202, and 204 (Failure to Timely Pay Wages);
4. Labor Code §§ 226.7 and 512 (Failure to Provide Meal and Rest Periods);
5. Labor Code §§ 1174, 1174.5, and 1198 (Failure to Maintain Accurate Records);
6. Labor Code §§ 226 and 226.3 (Failure to Provide Accurate Itemized Wage Statements);
7. Labor Code § 2802 (Failure to Reimburse Necessary Business Expenses);
8. Labor Code §§ 201, 202, and 203 (Failure to Pay All Wages Due and Payable at Separation of Employment);
9. Labor Code § 558 (Violations of Provisions Regulating Hours and Days of Work); and

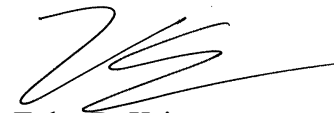
10. Labor Code §§ 1198–1199 (Violations of Industrial Welfare Commission Wage Order(s)).

CONCLUSION

To prevent the above-described violations from occurring and to remedy past violations, Plaintiff, on behalf of all other aggrieved employees, intends to file a complaint against Defendants for these violations based upon the facts and theories set forth herein and to seek civil penalties as provided by the Act. Pursuant to Labor Code section 2699.3(a)(1), Plaintiff will serve the same written notice to Defendants by certified mail. If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter.

Very truly yours,

Kring & Associates, APC



Tyler D. Kring

Francesca C. Gonzales

(tkring@kringandassociates.com)
(fgonzales@kringandassociates.com)
TDK/fcg

cc: Via E-Mail:

Glenn M. Parker
Citizen Watch Company of America, Inc.
350 Fifth Avenue 29th Floor
New York, NY 10118
gparker@citizenwatchgroup.com

Jason Yano
Citizen Watch Company of America, Inc.
350 Fifth Avenue 29th Floor
New York, NY 10118
jyano@citizenwatchgroup.com

Via Certified Mail:

Citizen Watch Company of America, Inc.
Attn.: Human Resources
350 Fifth Avenue 29th Floor
New York, NY 10118

Attn.: PAGA Administrator
May 5, 2026
K&A File No.: 9800.0408
Page 5

Tracking No.: 9589 0710 5270 3377 2482 70

Koy Saechao
As Agent for Service of Process of Citizen Watch Company of America, Inc.
2710 Gateway Oaks Drive
Sacramento, CA 95833
Tracking No.: 9589 0710 5270 3377 2482 87