

June 12, 2016

VIA ONLINE SUBMISSION

California Labor and Workforce Development Agency
Attn: PAGA Administrator

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

Agent for Service of Process for Yamaha Corporation of America:
CSC – Lawyers Incorporating Service
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

Re: Catherine Chavez v. Yamaha Corporation of America

Dear Labor and Workforce Development Agency, and Yamaha Corporation of America:

This letter shall serve as Catherine Chavez’s (“Plaintiff”) written notice as required by California Labor Code 2699.3(a)(1) of the specific provisions of the Labor Code allegedly violated by Yamaha Corporation of America, (“Defendant”), including the facts and theories to support the alleged violations. Plaintiff intends to seek civil penalties against Defendant under the Private Attorneys General Act of 2004 (“PAGA”) on her own behalf and on behalf of all other employees currently or formerly employed by Defendant in California during the statutory period (“Aggrieved Employees”). Plaintiff is informed and believes and based thereon alleges that there are at least 500 Aggrieved Employees in the statutory period.

Labor Code Provisions Alleged to Have Been Violated

Plaintiff alleges Defendant violated the following Labor Code provisions: Labor Code §§ 226, 1197.5, and 2802.

Facts and Theories Supporting Each Alleged Violation

Plaintiff was employed by Defendant in Buena Park, California as a Microsoft software developer from approximately January 2015 to approximately February 2016.

Reimbursement

Throughout the statutory period, Defendant failed to reimburse necessary business expenditures in violation of Labor Code § 2802. Specifically, Defendant necessary for Plaintiff and other Aggrieved Employees to use their personal cell phones to communicate regarding work. For example, Defendant required Plaintiff and other Aggrieved Employees to list their personal cell phones in the signature blocks of their emails. Defendant failed to reimburse Plaintiff and other Aggrieved Employees for this expense of using their personal cell phones for work purposes.

Equal Pay Act

Throughout the statutory period, Defendant paid female employees less for performing substantially similar work under substantially similar working conditions than their male counterparts. For example, Plaintiff learned that she was paid \$30,000.00 less annually than a male software engineer performing substantially similar work under substantially similar working



conditions. The wage differential between Plaintiff and this male employee was not based on a seniority system, a merit system, a system that measures earnings by quantity or quality of production, or a bona fide factor other than sex, such as education, training, or experience in violation of Labor Code § 1197.5.

Wage Statements

Due to Defendant' wage, meal period, and rest period violations as alleged above, Defendant failed to provide Plaintiff and other Aggrieved Employees with accurate, itemized wage statements that accurately reported gross wages earned, total hours worked, net wages earned, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate in violation of Labor Code § 226. This failure was knowing and intentional.

Based on these violations, Plaintiff seeks civil penalties, injunctive relief, and attorneys' fees and costs under PAGA. Enclosed and incorporated herein is the class action complaint Plaintiff will be filing on behalf of herself and all other Aggrieved Employees against Defendant. Plaintiff intends to amend the complaint to add a cause of action under PAGA 65 days after the date of this notice pursuant to Labor Code § 2699.3(a)(2)(A).

Thank you for your assistance on this matter. Should you have any questions or comments, please do not hesitate to contact the undersigned.

Sincerely,
ABRAMSON LABOR GROUP

A handwritten signature in blue ink, appearing to read "Fawn F. Bekam", written in a cursive style.

Fawn F. Bekam

Enclosure: Class Action Complaint

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Attorneys for Plaintiff Catherine Chavez, individually,
and on behalf of all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

CATHERINE CHAVEZ, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

YAMAHA CORPORATION OF AMERICA;
and DOES 1 through 50, inclusive,

Defendants.

Case No.:

CLASS ACTION COMPLAINT:

1. Failure to Indemnify Necessary Expenditures;
2. Violation of the California Equal Pay Act;
3. Failure to Provide Accurate Itemized Wage Statements; and
4. Unfair and Unlawful Business Practices.

DEMAND FOR JURY TRIAL

1 Plaintiff Catherine Chavez (“Plaintiff”), individually and on behalf of all others similarly
2 situated, alleges as follows:

3 INTRODUCTION

4 1. Plaintiff brings this putative class action against Defendants Yamaha Corporation
5 of America and DOES 1 through 50, inclusive (collectively, “Defendants”), on Plaintiff’s own
6 behalf and on behalf of a class of individuals who are and were employed by Defendants
7 throughout California.

8 2. Plaintiff alleges that Defendants engaged in a pattern of wage and hour violations
9 under the California Labor Code and Industrial Welfare Commission (“IWC”) Wage Orders, all of
10 which contribute to Defendants’ deliberate unfair competition.

11 3. Plaintiff is informed and believes, and thereon alleges, that Defendants have
12 increased their profits by violating state wage and hour laws by, among other things:

13 (a) failing to indemnify necessary expenditures;

14 (b) paying female employees less for performing substantially similar work
15 under substantially similar working conditions than their male counterparts;
16 and

17 (c) failing to provide accurate itemized wage statements.

18 4. Plaintiff seeks monetary relief against Defendants on behalf of herself and all other
19 similarly situated in California to recover, among other things, unpaid wages, statutory penalties,
20 benefits, interest, attorneys’ fees, costs, and expenses, pursuant to Labor Code §§ 218, 226, 1197.5,
21 2802, and Code of California Civil Procedure § 1021.5.

22 JURISDICTION AND VENUE

23 5. This is a class action brought pursuant to Code of Civil Procedure § 382.

24 6. The monetary damages, restitution, penalties, and other legal and equitable relief
25 sought by Plaintiff exceed the minimal jurisdictional limits of this Court and will be established
26 according to proof at trial.

27 7. This Court has jurisdiction over this action pursuant to Article VI, § 10 of the
28 California Constitution, which grants the superior court “original jurisdiction in all other causes”

1 except those given by statute to other courts. The statutes under which this action is brought do not
2 specify any other basis for jurisdiction.

3 8. This Court has jurisdiction over all Defendants because, upon information and
4 belief, Defendants are citizens of California, have sufficient minimum contacts in California,
5 and/or otherwise intentionally avail themselves of the California market so as to render the exercise
6 of jurisdiction over them by the California courts consistent with traditional notions of fair play
7 and substantial justice.

8 9. Venue is proper in this court because Defendants maintain offices, have agents,
9 employ individuals, and/or transact business in this county.

10 **THE PARTIES**

11 10. Plaintiff is a California resident and was employed by Defendants in Buena Park,
12 California as a Microsoft software developer from approximately January 2015 to approximately
13 February 2026.

14 11. Defendants were and are subject to the Labor Code and IWC Wage Orders as
15 employers whose employees were and are engaged to work throughout this county and the State
16 of California.

17 12. Plaintiff is unaware of the true names or capacities of the Defendant sued herein
18 under the fictitious names DOES 1 through 50 but will amend the complaint and serve such
19 fictitiously named Defendants once their names and capacities become known.

20 13. Plaintiff is informed and believes and thereon alleges that each and all of the acts
21 and omissions alleged herein were performed by, or are attributable, to each Defendant acting as
22 the agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the
23 other co-Defendants and within the course and scope of such agency, employment, joint venture,
24 or concerted activity with legal authority to act on the others' behalf.

25 14. Plaintiff is informed and believes and thereon alleges that during the relevant time
26 period, DOES 1 through 50 were the employers of Plaintiff and the other members of the class
27 within the meaning of all applicable state laws and statutes. Plaintiff is informed and believes and
28 thereon alleges that DOES 1 through 50 directly or indirectly controlled or affected the working

1 conditions, working hours, and conditions of employment of Plaintiff and the other members of
2 the class so as to make each Defendant an employer liable under the statutory provision set forth
3 herein.

4 15. Plaintiff is informed and believes and thereon alleges that DOES 1 through 50 had
5 the authority to hire and terminate Plaintiff and the other members of the class, to set work rules
6 and conditions governing Plaintiff and the other members of the class's employment, and to
7 supervise their daily employment activities.

8 16. Plaintiff is informed and believes and thereon alleges that DOES 1 through 50
9 exercise sufficient authority over the terms and conditions of Plaintiff's and the other members of
10 the class's employment for them to be joint employers of Plaintiff and the other members of the
11 class.

12 CLASS ACTION ALLEGATIONS

13 17. Plaintiff brings this action under Code of Civil Procedure § 382 on Plaintiff's own
14 behalf and on behalf of all others similarly situated who were affected by Defendants' Labor Code
15 Business and Professions Code, and IWC Wage Order Violations.

16 18. All claims alleged herein arise under California law for which Plaintiff seeks relief
17 authorized by California law.

18 19. Plaintiff's proposed class consists of and is defined as follows:

19 All individuals currently or formerly employed by Defendants in the
20 State of California at any time between four years prior to the filing
of this action and the date of class certification ("Class").

21 20. Plaintiff also seeks to certify the following subclass of employees:

22 EPA Subclass

23 All female members of the Class who were paid at a rate less than
24 male members of the Class who were performing substantially
25 similar work with respect to their skill, effort, and responsibility
under substantially similar conditions ("EPA Subclass").

26 Wage Statement Subclass

27 All members of the Class who were employed by Defendants at any
28 time between one year prior to the filing of this action and the date
of class certification ("Wage Statement Subclass").

1 21. Members of the Class described above will be collectively referred to as “Class
2 Members.”

3 22. Plaintiff reserves the right to modify or re-define the Class, establish subclasses, or
4 modify or re-define any class definition as appropriate based on investigation, discovery, and
5 specific theories of liability.

6 23. There are common questions of law and fact as to the Class Members that
7 predominate over any questions affecting only individual members including, but not limited to
8 the following:

- 9 (a) Whether Defendants made it necessary for Plaintiff and Class Members to
10 use their personal cell phones for work purposes and failed to indemnify
11 Plaintiff and Class Members for such use;
12 (b) Whether Defendants paid Plaintiff and EPA Subclass Members less for
13 performing substantially similar work under substantially similar working
14 conditions than their male counterparts;
15 (c) Whether Defendants failed to provide Plaintiff and Wage Statement
16 Subclass Members accurate itemized wage statements;
17 (d) Whether Defendants’ conduct was willful, reckless, intentional, and/or
18 knowing; and
19 (e) Whether Defendants engaged in unfair business practices in violation of
20 Business and Professions Code §§ 17200, *et seq.*

21 24. There is a well-defined community of interest in this litigation and the proposed
22 Class and subclasses are readily ascertainable:

- 23 (a) Numerosity: The Class Members are so numerous that joinder of all
24 members is impractical. Although the members of the Class are unknown to
25 Plaintiff at this time, on information and belief, the Class is estimated to be
26 greater than 1,000 individuals. The identities of the Class Members are
27 readily ascertainable by inspection of Defendants’ employment and payroll
28

1 records.

2 (b) Typicality: Plaintiff's claims (or defenses, if any) are typical of the claims
3 (or defenses, if any) of the Class Members because Defendants' failure to
4 comply with the provisions of California's wage and hour laws entitled each
5 Class Member to similar pay, benefits, and other relief. The injuries
6 sustained by Plaintiff are also typical of the injuries sustained by the Class
7 Members, because they arise out of and are caused by Defendants' common
8 course of conduct as alleged herein.

9 (c) Adequacy: Plaintiff will fairly and adequately represent and protect the
10 interests of all Class Members because it is in Plaintiff's best interest to
11 prosecute the claims alleged herein to obtain full compensation and penalties
12 due. Plaintiff's attorneys, as proposed class counsel, are competent and
13 experienced in litigating large employment class actions and versed in the
14 rules governing class action discovery, certification, and settlement. Plaintiff
15 has incurred and, throughout the duration of this action, will continue to
16 incur attorneys' fees and costs that have been and will be necessarily
17 expended for the prosecution of this action for the substantial benefit of the
18 Class Members.

19 (d) Superiority: The nature of this action makes use of class action adjudication
20 superior to other methods. A class action will achieve economies of time,
21 effort, and expense as compared with separate lawsuits and will avoid
22 inconsistent outcomes because the same issues can be adjudicated in the
23 same manner for the entire Class at the same time. If appropriate, this Court
24 can, and is empowered to, fashion methods to efficiently manage this case
25 as a class action.

26 **GENERAL ALLEGATIONS**

27 25. During the relevant time period, Defendants employed Plaintiff and Class Members
28 throughout California at Defendants' California business location(s).

1 26. During the relevant time period, Defendants knew that Plaintiff and Class Members
2 were entitled to indemnification of all necessary expenditures or losses incurred in direct
3 consequence of the discharge of Plaintiff and Class Members' duties. However, Defendants made
4 it necessary for Plaintiff and Class Members to use their personal cell phones to communicate
5 regarding work. For example, Defendants required Plaintiff and Class Members to list their
6 personal cell phones in the signature blocks of their emails, but did not indemnify Plaintiff and
7 Class Members for using their personal cell phones for work purposes. As a result, Defendants
8 failed to indemnify for these necessary expenditures in violation of the Labor Code.

9 27. During the relevant time period, Defendants paid Plaintiff and EPA Subclass
10 Members less for performing substantially similar work under substantially similar working
11 conditions than their male counterparts. For example, during her employment with Defendants,
12 Plaintiff learned that she was paid \$30,000.00 less annually than a male software engineer
13 performing substantially similar work under substantially similar working conditions. As a result,
14 Defendants paid Plaintiff and EPA Subclass Members less for performing substantially similar
15 work under substantially similar working conditions than their male counterparts.

16 28. During the relevant time period, Defendants knew that Plaintiff and Class Members
17 were entitled to itemized wage statements that accurately showed, *inter alia*, the inclusive dates of
18 the period for which the employee is paid. However, Defendants' wage statements failed to state
19 the beginning date of the pay period for which employees were paid. Additionally, Defendants'
20 wage statements failed As a result, Defendants failed to provide accurate itemized wage statements
21 in violation of the Labor Code.

22 29. During the relevant time period, Defendants knew they had a duty to compensate
23 Plaintiff and Class Members, and Defendants had the financial ability to pay such compensation
24 but willfully, knowingly, and/or intentionally failed to do so in order to increase Defendants'
25 profits.

26 30. Therefore, Plaintiff brings this lawsuit seeking monetary and injunctive relief
27 against Defendants on Plaintiff's own behalf and on behalf of all Class Members to recover, among
28 other things, unpaid wages, interest, attorneys' fees, penalties, costs, and expenses.

1 **FIRST CAUSE OF ACTION**

2 **FAILURE TO INDEMNIFY NECESSARY EXPENDITURES**

3 (Violation of Labor Code § 2802)

4 31. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
5 though fully set forth herein.

6 32. Labor Code § 2802 requires employers to indemnify their employees for all
7 necessary expenditures or losses incurred in direct consequence of the discharge of their duties.

8 33. During the relevant time period, Defendants made it necessary for Plaintiff and
9 Class Members to incur expenditures or losses in direct consequence of the discharge of their
10 duties, without indemnifying Plaintiff and Class Members in violation of Labor Code § 2802.

11 34. In committing the violations alleged herein, Defendants have willfully and
12 intentionally failed to indemnify Plaintiff and Class Members for necessary expenditures or losses.
13 As a direct result, Plaintiff and Class Members have suffered and continue to suffer substantial
14 losses, including the use and enjoyment of their compensation, expenses, and attorneys' fees.

15 **SECOND CAUSE OF ACTION**

16 **VIOLATION OF CALIFORNIA EQUAL PAY ACT**

17 (Violation of Labor Code § 1197.5)

18 35. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
19 though fully set forth herein.

20 36. Labor Code § 1197.5(a) provides that an employer shall not pay any of its
21 employees rates less than the rates paid to employees of another sex for substantially similar work,
22 when viewed as a composite of skill, effort, and responsibility, and performed under similar
23 working conditions, unless if the employer can demonstrate that the wage differential is based upon
24 a seniority system, a merit system, a system that measures earnings by quantity or quality of
25 production, or a bona fide factor other than sex, such as education, training, or experience, but only
26 if the employer demonstrates that the factor is not based on or derived from a sex-based differential
27 in compensation, is job related with respect to the position in question, and is consistent with a
28 business necessity.

37. During the relevant time period, Plaintiff and EPA Subclass Members were paid wages at a rate less than the rates paid to their male counterparts for substantially similar work under substantially similar conditions.

38. As a direct result, Defendant is liable to Plaintiff and EPA Subclass Members in the amount of the wages, and interest thereon, of which Plaintiff and EPA Subclass Members have been deprived by reason of the violation, an additional equal amount as liquidated damages, and attorneys' fees and costs.

THIRD CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(Violation of Labor Code § 226)

39. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

40. Labor Code § 226(a) requires Defendants to provide each employee with an accurate wage statement in writing showing nine pieces of information, including, the following: (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 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.

41. During the relevant time period, Defendants have knowingly and intentionally failed to comply with Labor Code § 226(a) on wage statements that were provided to Plaintiff and Wage Statement Subclass Members. The deficiencies include, among other things, the failure to state the beginning date of the pay period.

42. As a result of Defendants' knowing and intentional failure to comply with Labor Code § 226(a), Plaintiff and Wage Statement Subclass Members have suffered injury and damage

1 to their statutory rights. Plaintiff and Wage Statement Subclass Members are deemed to suffer an
2 injury pursuant to Labor Code § 226(e) where, as here, Defendants intentionally violated Labor
3 Code § 226(a). Plaintiff and Wage Statement Subclass Members were denied both their legal right
4 to receive, and their protected interest in receiving, accurate itemized wage statements under Labor
5 Code § 226(a).

6 43. Plaintiff and Wage Statement Subclass Members are entitled to recover from
7 Defendants the greater of all actual damages caused by Defendants' failure to comply with Labor
8 Code § 226(a) or \$50.00 for the initial pay period in which a violation occurred and \$100.00 per
9 employee for each violation in subsequent pay periods in an amount not exceeding \$4,000.00 per
10 employee, plus attorneys' fees and costs.

11 44. As a result of Defendants' knowing and intentional failure to comply with California
12 Labor Code § 226(a), Plaintiff and Class Members have suffered an injury, in the exact amount of
13 damages and/or penalties to be shown according to proof at trial.

14 **FOURTH CAUSE OF ACTION**

15 **UNFAIR AND UNLAWFUL BUSINESS PRACTICES**

16 (Violation of Business and Professions Code §§ 17200, *et seq.*)

17 45. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
18 though fully set forth herein.

19 46. California Business and Professions Code §§ 17200, *et seq.* prohibits acts of unfair
20 competition, which includes any "unlawful, unfair, or fraudulent business act or practice . . ."

21 47. A violation of California Business and Professions Code §§ 17200, *et seq.* may be
22 predicated on a violation of any state or federal law. Defendants' policies and practices violated
23 California law, causing Plaintiff and Class Members to suffer and continue to suffer injuries-in-
24 fact.

25 48. Defendants' policies and practices violated state law in at least the following
26 respects:

- 27 (a) Failing to reimburse necessary expenditures in violation of Labor Code
28 §2802; and

(b) paying female employees less for performing substantially similar work under substantially similar working conditions than their male counterparts.

49. As alleged herein, Defendant engaged in unlawful conduct in violation of the California Labor Code and IWC Wage Orders, such as failing to reimburse necessary expenditures and paying female employees less than their male counterparts, all in order to decrease their costs of doing business and increase their profits.

50. Plaintiff is informed and believes and thereon alleges that during the relevant time period, Defendants were knowledgeable concerning the wage and hour laws of California.

51. During the relevant time period, Defendants intentionally avoided paying Plaintiff and Class Members wages and monies owed, thereby creating an artificially lower cost of doing business in order to undercut Defendants' competitors and gain a greater foothold in the marketplace.

52. By violating the foregoing statutes and regulations as herein alleged, Defendants' acts constitute unfair and unlawful business practices under California Business and Professions Code §§ 17200, *et seq.*

53. As a result of the unfair and unlawful business practices of Defendants as alleged herein, Plaintiff and Class Members are entitled to injunctive relief, disgorgement, and restitution in an amount to be shown according to proof at trial.

54. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of California Code of Civil Procedure § 1021.5. Defendants' conduct, as alleged herein, has been and continues to be unfair, unlawful, and harmful to Plaintiff, Class Members, and the general public. Based on Defendants' conduct as alleged herein, Plaintiff and Class Members are entitled to an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5.

PRAYER FOR RELIEF

On Plaintiff's own behalf and on behalf of all others similarly situated, Plaintiff prays for relief and judgment against Defendants, jointly and severally, as follows:

1. For certification under California Code of Civil Procedure § 382 of the proposed Class;

2. For appointment of Plaintiff as class representative;
3. For appointment of Abramson Labor Group as class counsel;
4. For compensatory damages in an amount according to proof at trial;
5. For an award of damages in the amount of unpaid compensation including, but not limited to, unpaid wages, benefits, expenses and penalties;
6. For economic and/or special damages in an amount according to proof at trial;
7. For liquidated damages pursuant to § 1197.5;
8. For statutory penalties pursuant to the Labor Code;
9. For injunctive relief as provided by the California Labor Code and California Business and Professions Code §§ 17200, *et seq.*;
10. For restitution as provided by Business and Professions Code §§ 17200, *et seq.*;
11. For an order requiring Defendants to restore and disgorge all funds to each employee acquired by means of any act or practice declared by this Court to be unlawful, unfair, or fraudulent and, thereof, constituting unfair competition under Business and Professions Code §§ 17200, *et seq.*;
12. For pre-judgment interest;
13. For reasonable attorneys' fees, costs of suit, and interest to the extent permitted by law, including, but not limited to, Code of Civil Procedure § 1021.5 and Labor Code §§ 218.5, 226(e), 1197.5, and 2802; and
14. For such other relief as the Court deems just and proper.

Dated: June 12, 2026

ABRAMSON LABOR GROUP

By: 
Fawn F. Bekam
Andrew Sandoval
Refugio Ortega-Carrillo
Attorneys for Plaintiff Catherine Chavez

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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial with respect to all issues triable of right by jury.

Dated: June 12, 2026

ABRAMSON LABOR GROUP

By: 

Fawn F. Bekam
Andrew Sandoval
Refugio Ortega-Carrillo
Attorneys for Plaintiff Catherine Chavez