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Labor and Workforce Development Agency /
Department of Industrial Relations
Private Attorneys General Act (PAGA) - Filing
New PAGA Claim Notice

Via Certified U.S. Mail – Return Receipt Requested

Paramount Can Company, Inc.
c/o Lilanne G. Chaumont
6442 Platt Ave. #1553
West Hills, CA 91307

Via U.S. Mail

Paramount Can Company, Inc.
c/o Lilanne G. Chaumont
6442 Platt Ave. #1553
West Hills, CA 91307

Re: Notice Pursuant to California Labor Code § 2699.3

To Whom It May Concern:

My office represents Jennifer Martinez ("Ms. Martinez"), a former non-exempt employee of Paramount Can Company, Inc. and any related persons or entities ("Paramount").

My office is investigating a potential class and/or representative action on behalf of all current and former non-exempt employees of Paramount ("aggrieved employees") regarding Paramount's systematic violations of the California wage-and-hour laws, including violations of the California Labor Code, applicable IWC wage orders, and related rules or regulations.

Please be advised that this letter constitutes written notice required by Cal. Lab. Code §§ 2699.3(a)(1) and 2699.3(c)(1) and may lead to immediate action against Paramount in a court of law and/or administrative proceedings, as well as the imposition of substantial penalties and other remedies against Paramount, and any and all related, parent, and/or alter ego companies, corporations, partnerships, subsidiaries, and/or business entities, as well as against any and all

officers, owners, directors, managers, managing agents, or entities who are or may be liable under law for any of the violations alleged herein.

This notice shall be construed as extending without limitation to any past, present, future, or continuing violation of the California Labor Code, applicable IWC wage orders, or regulations thereunder which might be discovered as a result of a reasonable and diligent investigation made pursuant to this notice.

Pursuant to the California Private Attorneys General Act of 2004 ("PAGA"), Cal. Lab. Code § 2698, *et seq.*, this letter sets forth the specific provisions of the California Labor Code and Industrial Welfare Commission ("IWC") Wage Order No. 4-2001 and any other applicable wage order,[1] which Ms. Martinez alleges that Paramount has violated, including the facts and theories to support the alleged violations, consistent with notice pursuant to Cal. Lab. Code § 2699.3.

PRELIMINARY STATEMENT

Among other things, Ms. Martinez alleges that Paramount is liable for the following for the following: failure to provide meal and rest periods, in violation of Cal. Lab. Code §§ 226.7, 510, 512, 1194, 1197 and Wage Order No. 4-2001, §§ 11 and 12; failure to pay one additional hour of compensation at the employee's correct regular rate of pay for each workday that a meal or rest period is not provided, in violation of Cal. Lab. Code § 226.7 and Wage Order No. 4-2001, §§ 11 and 12; failure to pay overtime wages, and failure to properly calculate overtime wages, in violation of Cal. Lab. Code §§ 510, 1194, 1198, and Wage Order No. 4-2001, § 3; failure to pay minimum wages due, in violation of Cal. Lab. Code §§ 1194, 1197, and Wage Order No. 4-2001, § 4; failure to timely pay all wages due, in violation of Cal. Lab. Code § 204; willful failure to pay discharged or quitting employees all wages due, in violation of Cal. Lab. Code §§ 201-203; failure to provide accurate itemized wage statements, in violation of Cal. Lab. Code §§ 226, 1174, and 1174.5; failure to maintain required records, in violation of Cal. Lab. Code §§ 1174, 1174.5, and Wage Order No. 4-2001, § 7; failure to indemnify aggrieved employees for business expenditures and/or losses, in violation of Cal. Lab. Code § 2802; and failure to accommodate nursing mothers in violation of Cal. Lab. Code § 1030, *et seq.*

FACTS AND THEORIES

Ms. Martinez was employed by Paramount as a logistics coordinator, a non-exempt position, in Southern California from approximately August 2022 to February 2026. Ms. Martinez, on behalf of herself and other aggrieved employees of Paramount in the state of California during the one year preceding the date of this notice letter, provides notice of the following facts and theories.

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[1] Hereinafter, when reference is made to IWC Wage Order 4, it shall include reference to corresponding sections of any other wage orders that may be applicable.

I. Meal Period Violations

Pursuant to Cal. Lab. Code § 226.7, 512 and IWC Wage Order No. 4-2001, § 11, no employer shall employ any non-exempt employee for a work period of more than five (5) hours without a meal period of not less than thirty (30) minutes. Employers in California are required to pay one (1) hour of compensation for each missed or non-compliant meal period to their non-exempt employees. Additionally, if a non-exempt-employee is not relieved of all duty during a meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. A paid "on duty" meal period is permitted only when (1) the nature of the work prevents an employee from being relieved of all duty and (2) the parties have a written agreement agreeing to on duty meal periods.

Neither Ms. Martinez nor any other aggrieved employees agreed to work on duty meal periods, needed to work on duty meal periods based on their job duties, or were paid by Paramount to work on duty meal periods. Moreover, Paramount regularly did not allow Ms. Martinez and other aggrieved employees to take a full thirty-minute meal period, and meal periods were regularly short (less than thirty minutes), late (taken after 5 hours), and interrupted (work was performed during the meal period). Paramount failed to implement adequate policies or procedures to provide meal periods to its non-exempt employees. Paramount engages in gross understaffing such that Ms. Martinez and other aggrieved employees had to prioritize completing job tasks over taking meal periods. Paramount consistently denied Ms. Martinez and other aggrieved employees compliant meal periods by requiring them to complete so much work within their shifts that they would be forced to skip their meal periods, to take them after working longer than five (5) hours, to perform work during their meal periods, or return to work after taking less than a thirty (30) minute meal period.

Paramount has further violated Cal. Lab. Code § 226.7 and IWC Wage Order No. 4-2001 by willfully failing to compensate Ms. Martinez and other aggrieved employees who were not provided with a meal period in compliance with California law with one (1) additional hour of compensation at their regular rates of pay for each workday that a compliant meal period was not provided, and for all hours worked during their meal periods. To the extent Paramount paid any meal period premiums, it paid them at the incorrect regular rate of pay, by not including the value of free meals and other required remuneration. *Ferra v. Loews Hollywood Hotel, LLC*, 11 Cal. 5th 858, 878 (2021) ("In sum, we hold that the term 'regular rate of compensation' in section 226.7(c) has the same meaning as 'regular rate of pay' in section 510(a) and encompasses not only hourly wages but all nondiscretionary payments for work performed by the employee.).

II. Rest Break Violations

Paramount failed to authorize and permit Ms. Martinez and other aggrieved employees to take rest periods as required under Cal. Lab. Code §§ 226.7 and 512, and IWC Wage Order No. 4-2001, § 12. Employers in California are required to provide a ten (10) minute rest period for every four hours worked or major action thereof. Further, employers are required to pay one (1) hour of

compensation for each day in which a legally-compliant rest period is not provided.

Again, Paramount engages in gross understaffing in such a manner that caused Ms. Martinez and other aggrieved employees to forego rest breaks in order to complete required work tasks. And because Ms. Martinez and other aggrieved employees did not clock out for rest breaks, Paramount has further violated Cal. Lab. Code § 226.7 and IWC Wage Order No. 4-2001, § 12 by failing to pay Ms. Martinez and other aggrieved employees one (1) additional hour of compensation at their regular rates of pay for each workday that a legally compliant rest period was not provided.

III. Failure to Pay Overtime Wages

Pursuant to Cal. Lab. Code §§ 510, 1194 and IWC Wage Order No. 4-2001, § 3, employers in California are required to compensate non-exempt employees for all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive work day, with double time for all hours worked in excess of eight (8) hours on the seventh day of any workweek, or after twelve (12) hours in any workday.

Ms. Martinez and other aggrieved employees are entitled to the protections of Cal. Lab. Code §§ 510, 1194 and IWC Wage Order No. 4-2001. Paramount failed to compensate Ms. Martinez and other aggrieved employees for all overtime hours worked by failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay, by among other things, failing to properly calculate the regular rate of pay for the purposes of calculating overtime pay owed and due by not including the value of non-discretionary bonuses and other required remuneration; requiring, permitting or suffering Ms. Martinez and other aggrieved employees to work off-the-clock; unlawfully rounding time worked; requiring, suffering, or permitting Ms. Martinez and other aggrieved employees to work through meal periods and rest breaks but not compensating them for this time, and failing to include this time in all hours worked; and other methods to be discovered.

In sum, Paramount has failed to perform its obligations to compensate Ms. Martinez and other aggrieved employees for all overtime wages earned in violation of Cal. Lab. Code §§ 510, 1194, 1198, and IWC Wage Order No. 4-2001, § 3.

IV. Failure to Pay Minimum Wages

Pursuant to Cal. Lab. Code §§ 1194, 1197, and IWC Wage Order No. 4-2001, § 4, payment to a non-exempt employee of less than the legally mandated minimum wage for all hours worked in a payroll period is unlawful.

Paramount failed to pay Ms. Martinez and aggrieved employees minimum wages for all hours worked by, *inter alia*, requiring, permitting or suffering aggrieved employees to work off-the-clock, requiring, suffering, or permitting aggrieved employees to work through meal and rest periods

but not compensating them for this time, and failing to include this time in all hours worked; unlawfully rounding time worked; maintaining inaccurate records of time worked; and other methods to be discovered.

V. Failure to Timely Pay All Wages Earned

Pursuant to Cal. Lab. Code § 204, employers in California must pay employees at least twice a month for all wages earned during the preceding pay period. Cal. Lab. Code § 204 provides that labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 4th and the 26th day of the month during which the labor was performed, and labor performed between the 4th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. Employers using an alternate payday schedule must pay wages within seven calendar days of the end of the payroll period within which the wages were earned.

Paramount has failed to pay Ms. Martinez and aggrieved employees on their regularly scheduled payday for all labor performed during the preceding pay period by, *inter alia*, failing to pay Ms. Martinez and other aggrieved employees for work they performed off-the-clock; failing to pay them proper regular and overtime wages; inaccurately recording time in which Ms. Martinez and other aggrieved employees worked; requiring them to work through their meal periods and rest breaks without proper compensation and/or remuneration; unlawfully rounding time worked; and other methods to be discovered. Paramount knew that it was required to pay Ms. Martinez and other aggrieved employees these wages owed and due no later than the payday for the next regular payroll period following the payroll period in which the wages were earned, yet it willfully failed to do so.

VI. Failure to Pay All Wages Due Upon Discharge or Termination

Pursuant to Cal. Lab. Code § 201, 202, and 203, employers in California are required to pay all earned and unpaid wages to a non-employee who is discharged. Cal. Lab. Code § 201 mandates that if an employer discharges a non-exempt employee, that employee's wages accrued and unpaid at the time of discharge are due and payable immediately. Pursuant to Cal. Lab. Code § 202, an employer is required to pay all accrued wages due to a non-exempt employee no later than 72 hours after the employee quits his or her employment, unless the employee provides 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.

Cal. Lab. Code § 203 provides that if an employer willfully fails to pay, in accordance with Cal. Lab. Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the employer is liable for waiting time penalties in the form of continued compensation to the non-exempt employee at the same rate for up to thirty (30) work days. Because Paramount has, *inter alia*, required Ms. Martinez and other aggrieved employees to work off-the-clock without compensation, and has required them to work through their meal periods and rest breaks without proper

compensation and/or remuneration, and failed to pay them regular and overtime wages, Paramount has willfully failed to pay wages due to Ms. Martinez and other aggrieved employees in accordance with Cal. Lab. Code §§ 201 and 202.

VII. Failure to Maintain Required Records

Paramount has failed to maintain records as required under Cal. Lab. Code §§ 226, 1174, and IWC Wage Order No. 4-2001, § 7, including but not limited to, the following records: total daily hours worked by each employee; applicable rates of pay; all deductions; meal periods; time records showing when each employee begins and ends each work period; accurate itemized statements that reflect all compensation and remuneration owed and due to them. Paramount knows it is not providing its non-exempt employees with proper meal periods and rest breaks but omits from the wage statements such compensation and/or remuneration. Additionally, Paramount requires, suffers, or permits non-exempt employees to work off-the-clock and fails to record this time or compensate them for this time.

VIII. Failure to Furnish Accurate Itemized Wage Statements

Paramount has failed to provide Ms. Martinez and other aggrieved employees with timely, accurate, and itemized wage statements in writing showing each employee's gross wages earned, total hours worked, all deductions made, net wages earned, the name and address of the legal entity or entities employing Ms. Martinez and other aggrieved employees, the inclusive dates of the period for which the employee is paid, and all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate, in violation of Cal. Lab. Code § 226 and IWC Wage Order No. 4-2001, § 7.

Paramount has failed to provide Ms. Martinez and other aggrieved employees with proper meal periods and rest breaks but failed to include in their wage statements one (1) additional hour of compensation at their regular rates of pay for each missed or non-compliant meal or rest period. *Naranjo v. Spectrum Sec. Servs., Inc.* (2022) 13 Cal.5th 93, 972 ("failure to report premium pay for missed breaks can support monetary liability under section 226 for failure to supply an accurate itemized statement reflecting an employee's gross wages earned, net wages earned, and credited hours worked."). In addition, Paramount does not properly pay Ms. Martinez and other aggrieved employees regular and overtime wages, and other remuneration owed and due to them, resulting in inaccurate wage statements. Paramount has also suffered and permitted Ms. Martinez and other aggrieved employees to work off the clock without compensation, yet such compensation and/or remuneration is not listed on the wage statements.

IX. Failure to Indemnify Employees for Necessary Employment Expenditures

California Labor Code § 2802(a) requires employers to indemnify non-exempt employees for all necessary expenditures or losses incurred by the employee in the discharge of her his or her

duties, or of his or her obedience to the directions of the employer. Paramount has failed to indemnify Ms. Martinez and other aggrieved employees for all business expenses and/or losses incurred in the discharge of their duties while working under its direction, including but not limited to, usage of their personal cellular phones, and the costs of supplies, such as desks, printers, and chairs, and other office supplies, in violation of Cal. Lab. Code § 2802.

X. Failure to Accommodate Nursing Mothers

At all relevant times herein, Paramount could have provided reasonable break time or adequate space to express milk without seriously disrupting its operations, within the meaning of California Labor Code § 1032. In addition, at all relevant times herein, Paramount has employed 50 or more employees and is thus not exempt from the laws articulated herein under California Labor Code § 1031(i).

California Labor Code § 1030 provides: "Every employer, including the state and any political subdivision, shall provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child each time the employee has need to express milk. The break time shall, if possible, run concurrently with any break time already provided to the employee. Break time for an employee that does not run concurrently with the rest time authorized for the employee by the applicable wage order of the Industrial Welfare Commission shall be unpaid."

California Labor Code § 1031 provides:

(a) An employer shall provide an employee with the use of a room or other location for the employee to express milk in private. The room or location may include the place where the employee normally works if it otherwise meets the requirements of this section.

(b) A lactation room or location shall not be a bathroom and shall be in close proximity to the employee's work area, shielded from view, and free from intrusion while the employee is expressing milk.

(c) A lactation room or location shall comply with all of the following requirements:

(1) Be safe, clean, and free of hazardous materials, as defined in Section 6382.

(2) Contain a surface to place a breast pump and personal items.

(3) Contain a place to sit.

(4) Have access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered

breast pump.

(d) The employer shall provide access to a sink with running water and a refrigerator suitable for storing milk in close proximity to the employee's workspace. If a refrigerator cannot be provided, an employer may provide another cooling device suitable for storing milk, such as an employer-provided cooler.

(e) Where a multipurpose room is used for lactation, among other uses, the use of the room for lactation shall take precedence over the other uses, but only for the time it is in use for lactation purposes.

(f) (1) An employer in a multitenant building or multiemployer worksite may comply with this section by providing a space shared among multiple employers within the building or worksite if the employer cannot provide a lactation location within the employer's own workspace.

(2) Employers or general contractors coordinating a multiemployer worksite shall either provide lactation accommodations or provide a safe and secure location for a subcontractor employer to provide lactation accommodations on the worksite, within two business days, upon written request of any subcontractor employer with an employee that requests an accommodation.

(g) An agricultural employer, as defined in Section 1140.4, shall be deemed to be in compliance with this section if the agricultural employer provides an employee wanting to express milk with a private, enclosed, and shaded space, including, but not limited to, an air-conditioned cab of a truck or tractor.

(h) An employer may comply with this section by designating a lactation location that is temporary, due to operational, financial, or space limitations. These temporary spaces shall not be a bathroom and shall be in close proximity to the employee's work area, shielded from view, free from intrusion while the employee is expressing milk, and otherwise compliant with this section.

(i) An employer that employs fewer than 50 employees may be exempt from a requirement of this section if it can demonstrate that a requirement would impose an undue hardship by causing the employer significant difficulty or expense when considered in relation to the size, financial resources, nature, or structure of the employer's business. If that employer can demonstrate that the requirement to provide an employee with the use of a room or other location, other than a bathroom, would impose such undue hardship, the employer shall make reasonable efforts to provide the employee with the use of a room or other location, other than a toilet stall, in close proximity to the employee's work area, for the employee to express milk in private.

California Labor Code § 1032 provides: "An employer is not required to provide break time under this chapter if to do so would seriously disrupt the operations of the employer."

California Labor Code § 1032 provides:

(a) The denial of reasonable break time or adequate space to express milk in accordance with this chapter shall be deemed a failure to comply for purposes of Section 226.7. An aggrieved employee may file a complaint under this subdivision with the Labor Commissioner pursuant to Section 98.

(b) An employer shall not discharge, or in any other manner discriminate or retaliate against, an employee for exercising or attempting to exercise any right protected under this chapter. This subdivision is not intended to limit or expand an employee's rights pursuant to Section 98.6. An aggrieved employee may file a complaint under this subdivision with the Labor Commissioner pursuant to Section 98.7.

(c) An employee may report a violation of this chapter to the Labor Commissioner's field enforcement unit. If, upon inspection or investigation, the Labor Commissioner determines that a violation of this chapter has occurred, the Labor Commissioner may issue a citation and may impose a civil penalty in the amount of one hundred dollars ($100) for each day that an employee is denied reasonable break time or adequate space to express milk in violation of this chapter. The procedures for issuing, contesting, and enforcing judgments for citations or civil penalties issued by the Labor Commissioner for violations of this chapter shall be the same as those set forth in Section 1197.1.

(d) Notwithstanding any other provision of this code, violations of this chapter shall not be misdemeanors under this code.

A. Paramount Has Failed to Adequate Provide Rooms and Break Time for Aggrieved Employees to Express Milk

At all relevant times herein, Paramount has failed to provide Ms. Martinez and other aggrieved employees with adequate rooms to express breast milk in compliance with the forgoing sections of the California Labor Code. Ms. Martinez and other aggrieved employees could not use the locations where they normally worked to express milk because they worked in public spaces where they had no privacy. At Paramount's Fontana facility, Ms. Martinez and other aggrieved employees were required to use an electrical room to express breast milk. Needless to say, this room was unsafe, unsanitary, and did not contain a surface to place a breast pump and personal items, contain a chair or anything else to sit on, and do not provide access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump, in contravention of California Labor Code § 1031(c). At

Paramount's La Mirada facility, Ms. Martinez and other aggrieved employees were required to express breast milk in their vehicles in the parking lot because the only space that Paramount provided was a conference room that had security cameras in it. Ms. Martinez complained to Paramount about these conditions, but it failed to change its practices. Instead, Paramount told Ms. Martinez to pump milk in the electrical room, and it added blinds to the conference room, which did not address privacy concerns because there are cameras in the conference room.

Lastly, Paramount has failed to provide Ms. Martinez and aggrieved employees with any break time to express breast milk, in violation of California Labor Code § 1030.

B. Paramount Has Failed to Pay Premiums for Violations of California Labor Code §§ 1032 and 226.7

Paramount further violated California Labor Code §§ 1032 and 226.7 by failing to pay aggrieved employees with one additional hour of pay at the aggrieved employee's regular rate of compensation for each instance in which the employee was not provided with reasonable break time or adequate space to express milk, within the meaning of California Labor Code § 1032.

DEMAND

Demand is hereby made that Paramount agree, in writing received by this office no later than sixty-five (65) calendar days from the postmark date of this notice, to the following:

1. Identify all aggrieved employees to obtain information from them about the number of meal and rest periods each employee missed during their work shifts.

2. Identify all aggrieved employees to obtain information from them about the number of instances where they were denied reasonable break time and/or adequate space to express breast milk.

3. Pay each aggrieved employee one (1) hour of pay at the employee's regular rate of pay for every shift in which he or she missed or otherwise did not take a compliant meal period or rest break, as required by Cal. Lab. Code § 226.7 and the applicable wage order.

4. Pay each aggrieved employee the premium pay owed each and every instance where they were denied reasonable break time and/or adequate space to express breast milk.

5. Pay each aggrieved employee all unpaid minimum wages, as required pursuant to Cal. Lab. Code §§ 1194, 1197, and IWC Wage Order No. 4-2001, § 4.

6. Pay each aggrieved employee all unpaid overtime wages, as required pursuant to Cal. Lab. Code §§ 510, 1194, 1198, and Wage Order No. 4-2001, § 3.

7. Provide each aggrieved employee with accurate, itemized wage statements, as required pursuant to Cal. Lab. Code § 226 and IWC Wage Order No. 4-2001, § 7.

8. Reimburse each aggrieved employee who was required to pay for any business expenses incurred for the benefit of Paramount pursuant to California Labor Code § 2802.

9. Pay a thirty (30) day waiting time penalty, equal to thirty (30) days of pay, to each formerly employed aggrieved employee who reports any unpaid wages as described herein.

10. Pay all statutory penalties and civil penalties due arising from the violations of the California Labor Code referenced above, including but not limited to, penalties under California Labor Code §§ 226.7 and 2699.

11. Implement policies and procedures to ensure compliance with the foregoing laws by, *inter alia*, providing employees with meal periods and rest breaks and with reasonable break time and adequate space to express breast milk, and paying premiums when such break time or break rooms are not provided.

12. Pay all penalties and civil penalties due arising from the violations of the California Labor Code and IWC wage order sections referenced above and pursuant to PAGA, Cal. Lab. Code § 2698 *et seq.*, and Wage Order No. 4-2001, § 20.

If the Labor and Workforce Development Agency intends to investigate the allegations set forth herein, please provide notice via certified mail to:

The Wand Law Firm, P.C.
100 Oceangate, Suite 1200
Long Beach, California 90802
Email: awand@wandlawfirm.com

A filing fee in the amount of seventy-five dollars ($75.00) in connection with the filing of this new PAGA claim is being made electronically at the time of submission.

Sincerely,
THE WAND LAW FIRM, P.C.

Aubry Wand