

10/25/2024

By: M. Pipe Deputy

1 Tyler D. Kring, Bar No. 325588
tkring@kringandchung.com
2 Jeffrey T. Green, Bar No. 330065
jgreen@kringandchung.com
3 KRING & CHUNG, LLP
38 Corporate Park
4 Irvine, CA 92606-5105
Telephone: (949) 261-7700
5 Facsimile: (949) 261-8800

6 Attorneys for Plaintiffs
KAYLIN SELLINGSLOH and FLAVIO FLORES and all
7 aggrieved employees

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF SACRAMENTO**

10
11 KAYLIN SELLINGSLOH and FLAVIO
FLORES, individually, and on behalf of all
12 aggrieved employees,

13 Plaintiffs,

14 v.

15 INTERNATIONAL NAMEPLATE, U.S., INC.,
a Texas corporation; and DOES 1 through 25,
16 inclusive,

17 Defendants.

) Case No. **24CV021764**

)
) **COMPLAINT FOR DAMAGES FOR:**
) **1. FAILURE TO PROVIDE MINIMUM**
) **WAGE;**
) **2. FAILURE TO PAY OVERTIME**
) **WAGES;**
) **3. FAILURE TO PROVIDE MEAL AND**
) **REST PERIODS;**
) **4. FAILURE TO PROVIDE ACCURATE**
) **AND ITEMIZED WAGE STATEMENTS;**
) **5. FAILURE TO REIMBURSE**
) **NECESSARY BUSINESS EXPENSES;**
) **6. VIOLATIONS OF PAID SICK LEAVE**
) **LAW;**
) **7. FAILURE TO MAINTAIN**
) **ACCURATE RECORDS;**
) **8. FAILURE TO PAY ALL WAGES DUE**
) **AND PAYABLE AT SEPARATION OF**
) **EMPLOYMENT;**
) **9. WRONGFUL TERMINATION IN**
) **VIOLATION OF PUBLIC POLICY;**
) **10. UNFAIR BUSINESS PRACTICES;**
) **and**
) **11. VIOLATIONS OF THE PRIVATE**
) **ATTORNEYS GENERAL ACT OF 2004.**

) DEMAND FOR JURY TRIAL
)

26 ///

27 ///

28 ///



1 Plaintiffs KAYLIN SELLINGSLOH and FLAVIO FLORES (individually “Plaintiff
2 Sellingsloh” and “Plaintiff Flores”, and collectively “Plaintiffs”), assert claims against Defendant
3 INTERNATIONAL NAMEPLATE, U.S. INC., a Texas corporation, and DOES 1 through 25
4 inclusive, (collectively, “Defendants”) and hereby allege the following:

5 **JURISDICTION AND VENUE**

6 1. The California Superior Court has jurisdiction over this action pursuant to California
7 Constitution Article VI, Section 10, which grants the Superior Court “original jurisdiction in all
8 causes except those given by statute to other trial courts.” The Statutes under which this action is
9 brought do not specify any other basis for jurisdiction.

10 2. Venue and jurisdiction are proper because Defendants have availed themselves by
11 doing prominent business in the County of Sacramento; and the damages sought exceed the
12 jurisdictional minimum of this Court.

13 **THE PARTIES**

14 3. Plaintiffs were at all relevant times herein, an individual residing in the County of
15 Sacramento, California and were employed by Defendants.

16 4. Plaintiffs are informed, believe, and thereon allege that Defendants are a Texas
17 corporation registered to do business and actively doing business in the State of California, with its
18 principal place of business in Longview, Texas. At all times hereinafter mentioned, Defendants
19 were an employer whose employees were engaged in Sacramento County and the State of
20 California.

21 5. The true names and capacities, whether individual, corporate, partnership, associate,
22 or otherwise, of Defendants sued herein as DOES 1 through 25, inclusive, are currently unknown to
23 Plaintiff, who therefore sues said Defendants by fictitious names. Plaintiffs are informed, believe,
24 and thereon allege that each of the Defendants designed herein as DOE is legally responsible in
25 some manner for the events and happenings referred to herein, and caused injury and damage
26 proximately thereby to Plaintiffs as hereinafter alleged. Plaintiffs will seek leave of court to amend
27 this Complaint to show the true names and capacities of the Defendants designated herein as DOES
28 when the same have been ascertained. Whenever in this Complaint reference is made to



1 “Defendants,” such allegation shall be deemed to mean the acts of Defendants acting individually,
2 jointly, or severally.

3 6. Plaintiffs are informed, believe, and thereon allege that Defendants were their
4 “Employer” as that term is defined in the applicable Wage Order of the Industrial Welfare
5 Commission (“IWC”). Plaintiffs are informed and believe and thereon allege that, at all relevant
6 times mentioned herein, Defendants were Plaintiffs’ employer.

7 **JOINT LIABILITY**

8 7. Except as hereinafter specially described, Defendants, and each of them, are and
9 were the agents and/or employees of the other Defendants, and in acting as described herein were
10 acting within the scope of their authority or employment as agents and/or employees thereof, and
11 with the permission and consent of the other Defendants.

12 8. As to each of the Defendants, Plaintiffs are informed, believe, and thereon allege
13 that, at all relevant times mentioned herein, each Defendant was the principal, agent, employer,
14 employee, partner, joint venture, officer, director, controlling shareholder, alter ego, subsidiary,
15 affiliate, parent corporation, successor in interest and predecessor in interest of some or all of the
16 other Defendants, and was engaged with some or all of the other Defendants in a joint enterprise
17 for profit, and bore such other relationships to some or all of the other Defendants, so as to be liable
18 for the conduct of them.

19 9. Plaintiffs are further informed, believe, and thereon allege that each Defendant acted
20 pursuant to and within the scope of the relationships alleged above; that each Defendant knew or
21 should have known about, authorized, ratified, adopted, approved, controlled, aided and abetted the
22 conduct of all other Defendants; and that each Defendant acted pursuant to a conspiracy and
23 agreement to do the things alleged herein.

24 **GENERAL BACKGROUND FACTS**

25 10. Plaintiff Sellingsloh began his employment with Defendants in or around May of
26 2021, where he worked as a non-exempt Lead Installer for Defendants at the International
27 Nameplate in Sacramento, California.

28 ///



1 11. Plaintiff Flores began his employment with Defendants in or around September of
2 2020, where he worked as a non-exempt Lead Installer for Defendants at the International
3 Nameplate in Sacramento, California.

4 12. Plaintiff Sellingsloh was a non-exempt, hourly employee who earned \$23.00 per
5 hour from the beginning of his employment, and was earning \$33.00 per hour at the time that
6 Defendants terminated his employment on or about March 13, 2024.

7 13. Plaintiff Flores was a non-exempt, hourly employee who earned \$27.00 per hour at
8 the beginning of his employment, and was earning \$36.50 per hour at the time that Defendants
9 terminated his employment on or about March 13, 2024.

10 14. Throughout Plaintiffs' employment with Defendants, Plaintiffs were required to
11 keep track of their own time and send a text message to their manager using their personal cell
12 phones to log their hours. Plaintiffs routinely worked more than eight (8) hours per day and more
13 than forty (40) hours per week. Although Plaintiffs were scheduled to work forty (40) hours per
14 workweek, they typically worked more. Additionally, Plaintiffs were expected to respond to calls
15 and text messages regarding work beyond their regular working hours. California Labor Code §
16 510(a) provides that "any work in excess of eight (8) hours in one workday or excess of forty (40)
17 hours in one workweek shall be compensated at the rate of no less than one and one-half times the
18 regular rate of pay for an employee."

19 15. As such, Plaintiffs are informed and believe that they were not compensated at one-
20 half times their regular rate of pay for excess hours worked at any point during their employment
21 with Defendants.

22 16. During Plaintiffs' employment, Plaintiffs often were not given the opportunity to
23 take timely, uninterrupted, and off-duty meal and rest periods. At the start of each shift, Defendants
24 assigned Plaintiffs with their projects and corresponding deadlines. Early in the Plaintiffs'
25 employment, the expected turnaround for projects was reduced from three (3) days to the same day.
26 Due to the increasingly unreasonable deadlines, Plaintiffs were pressured to finish their projects
27 within the same shift, which required Plaintiffs to work through their meal and rest periods.

28 ///



1 17. At no point during Plaintiffs' employment where they provided with the opportunity
2 to take meal and/or rest periods. Defendants required Plaintiffs to work through their breaks.

3 18. Plaintiffs were required and expected to routinely use their personal cell phones for
4 work-related purposes every day throughout their employment with Defendants, whether on the
5 clock or off-the-clock. Defendants required Plaintiff to use their personal cell phone for constant
6 communication with management and other employees to communicate on a team basis, either by
7 telephone calls or text messages regarding client information, staff changes, day-to-day operations
8 and logistics, and recording and communicating hours worked during the week. Plaintiffs were also
9 required to routinely take photographs of job sites and work product on their personal cell phone
10 throughout his shift to send to their managers. At no point throughout Plaintiffs' employment with
11 Defendants where they reimbursed for the personal cell phone expense incurred despite
12 Defendants' knowledge and expectation that Plaintiffs constantly use their personal cell phones.

13 19. Plaintiffs are informed and believe that Defendants had knowledge that Plaintiffs
14 were using their personal cell phone for work-related purposes, knew that Plaintiffs were not being
15 reimbursed for the use of their cell phone and other expenses, and continuously made conscious
16 decisions to not reimburse Plaintiffs.

17 20. Plaintiffs' wage statements did not accurately reflect accrued sick time. Defendants
18 told Plaintiffs that all sick time accrued counted as vacation time, resulting in Plaintiffs not being
19 able use mandatory paid sick leave when they were sick.

20 21. In or around early 2023, Plaintiff Flores requested to take a paid sick leave. Plaintiff
21 Flores' request was quickly denied by Defendants, who told Plaintiff Flores that all sick days
22 counted as vacation days, which required one week's notice and approval to use.

23 22. On or around early March 2024, Plaintiffs collectively sent an email to Defendants
24 requesting the opportunity to discuss many issues, among them, Defendants' failure to provide paid
25 sick leave as required California Labor Law.

26 23. Within days of sending the aforementioned email, Plaintiffs' positions were
27 eliminated and converted to independent contractors. Defendants denied the Plaintiffs' requests to
28 continue working as independent contractors.



1 24. Defendants had notice that their sick leave policy did not apply with California
2 Labor law, but they chose to terminate Plaintiffs under fear that Plaintiffs may “blow the whistle”
3 to relevant public agencies and the defendants would incur punishment.

4 25. Upon information and belief, Plaintiffs were retaliated against by the Defendants for
5 disclosing that Defendants’ sick leave policy violated California Labor laws. As such, Plaintiffs
6 were deliberately, maniacally, and wrongfully terminated.

7 26. As a result of above, Defendants have failed to pay Plaintiffs for all wages earned,
8 failed to maintain accurate records, and failed to provide accurate itemized wage statements for
9 Plaintiffs and aggrieved employees showing proper gross and/or net wages earned, total hours
10 worked, and/or all applicable hourly rates in effect during the pay period and the corresponding
11 number of hours worked at each respective hourly rate, among other items.

12 27. Further, Defendants have failed to pay Plaintiffs all wages due and payable at
13 separation of employment, and still have not paid all wages due and payable to Plaintiffs.
14 Therefore, Plaintiffs are entitled to the full thirty (30) days of waiting time penalties for
15 Defendants’ failure to pay all wages due and payable at separation of employment.

16 28. Upon information and belief, all Plaintiffs were non-exempt employees of
17 Defendants, at a minimum, are aggrieved employees as defined under California Labor Code
18 section 2699(c).

19 29. Plaintiffs bring this action both on an individual basis and pursuant to the Private
20 Attorneys General Act of 2004 (“PAGA”), Labor Code section 2698 *et seq.* on behalf of the State
21 of California and on a representative basis on behalf of all California current and former employees
22 of Defendants.

23 30. Plaintiffs submitted a PAGA Notice with the Labor and Workforce Development
24 Agency (“LWDA”) on April 9, 2024. **Exh. 1.** Therefore, Plaintiffs have waited more than the
25 mandatory sixty-five (65) days since filing their PAGA Notice.

26 ///

27 ///

28 ///



FIRST CAUSE OF ACTION
FAILURE TO PAY MINIMUM WAGES
[Labor Code § 1194, 1197 and 1197.1]
(Against All Defendants)

31. Plaintiffs hereby reallege and incorporate each preceding paragraph as though fully set forth herein.

32. Plaintiffs bring these claims under California Labor Code sections 1194, 1197, 1197.1 and the applicable IWC Wage Orders, as amended.

33. California Labor Code sections 1194, 1197, 1197.1 and applicable Industrial Welfare Commission Wage Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for all hours worked. All hours must be paid at the statutory or agreed rate and no part of this rate may be used as a credit against a minimum wage obligation.

34. Defendants did not compensate Plaintiffs and other non-exempt, hourly employees for time spent off the clock working through their meal breaks and afterhours when Plaintiffs were responding to calls, texts, emails and other work-related inquiries. This work was known or should have been known by Defendants as management are and were requesting specific work duties be performed off-the-clock work and management received the work-related communications while Plaintiffs were off-the-clock.

35. As a result of violations of California Labor Code sections 1194, 1197, 1197.1 and the applicable Industrial Welfare Commission Wage Order, for failure to pay minimum wage, Defendants are liable for attorneys' fees and costs, civil penalties pursuant to California Labor Code sections 558, 1197.1, and 2698 et seq. and other relief.

36. California Labor Code section 1194 provides that "any employee receiving less than the legal minimum wage compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage compensation, including interest thereon, reasonable attorney's fees, and costs of suit." The action may be maintained directly against the employer in an employee's name without first filing a claim with the Department of Labor Standards and Enforcement.



1 37. Defendants have also intentionally and improperly rounded, changed, adjusted,
2 underpaid, and/or modified certain employees' hours, including by requiring off-the-clock work,
3 requiring work to be performed while on breaks, and by not properly paying employees all regular
4 and/or overtime hours they worked and reported, and imposed difficult to attain job and scheduling
5 requirements on Plaintiffs. This resulted in an underpayment of wages to employees over a period
6 of time while benefitting Defendants.

7 38. During the relevant time period, Plaintiffs were not fully paid for all the hours they
8 worked as a result of Defendants' above-described policies and practices. Therefore, Plaintiffs were
9 not properly paid for all work performed.

10 39. During the relevant time period, Defendants willfully failed to pay all wages owed
11 to Plaintiffs.

12 40. Labor Code section 558(a) provides "any employer or other person acting on behalf
13 of an employer who violates, or causes to be violated, a section of this chapter or any provisions
14 regulating hours and days of work in any order of the IWC shall be subject to a civil penalty as
15 follows: (1) For any violation, fifty dollars (\$50) for each underpaid employee for each pay period
16 for which the employee was underpaid in addition to an amount sufficient to recover underpaid
17 wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee
18 for each pay period for which the employee was underpaid in addition to an amount sufficient to
19 recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected
20 employee." Labor Code section 558(c) states, "the civil penalties provided for in this section are in
21 addition to any other civil or criminal penalty provided by law."

22 41. Defendants have violated provisions of the Labor Code regulating hours and days of
23 work as well as the IWC Wage Orders. Accordingly, Plaintiffs seek the remedies set forth in Labor
24 Code section 558.

25 42. Upon information and belief, Plaintiffs allege that Defendants' policy of failing to
26 pay employees for all hours worked whether regular time or overtime violates the Labor Code and
27 IWC Wage Orders. Pursuant to Labor Code section 1194, Plaintiffs are entitled to recover their
28 unpaid wages owed, as well as interest, costs and attorney's fees.



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SECOND CAUSE OF ACTION
FAILURE TO PAY OVERTIME WAGES
[Labor Code §§ 510, 1194, and 1198]
(Against All Defendants)

43. Plaintiffs reallege and incorporate by this reference each of the preceding and foregoing paragraphs as if fully set forth herein.

44. California Labor Code section 1194 provides that “any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.” The action may be maintained directly against the employer in an employee’s name without first filing a claim with the Department of Labor Standards and Enforcement.

45. Employees in California shall not be employed more than eight (8) hours in any workday, and/or more than forty (40) hours in any workweek, unless they receive additional compensation beyond their regular wages in amounts specified by law. More specifically, Labor Code section 510 codifies the right to overtime compensation at one and one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week.

46. California Labor Code section 1198 provides that “[T]he maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

47. At all times relevant hereto, the Labor Code requirements and paragraph 3 of the applicable IWC Wage Orders also provided for payment of overtime wages equal to one and one-half times an employee’s regular rate of pay for all hours worked over 8 hours a day and/or forty (40) hours in a work week, and for the first eight (8) hours on the seventh consecutive day of work in a work week.

///



1 48. Defendants have intentionally and improperly avoided payment of overtime wages
2 in violation of the California Labor Code and California Code of Regulations and the IWC Wage
3 Orders and guidelines set forth by the Division of Labor Standards and Enforcement, as described
4 above. Defendants also violated these provisions by requiring Plaintiffs to work through meal
5 periods when they were required to be clocked out. Defendants have also intentionally and
6 improperly rounded, changed, adjusted and/or modified employees' hours, and imposed mandatory
7 rounding of Plaintiffs' work hours, which resulted in an underpayment of wages to employees over
8 a period of time while benefiting Defendants.

9 49. At all times relevant hereto, Plaintiffs have worked more than eight (8) hours in a
10 workday, and/or more than forty (40) hours in a workweek, as employees of Defendants. During
11 the relevant time period, Plaintiffs were not fully paid for all the hours they worked in excess of
12 eight (8) hours in a day, and/or in excess of forty (40) hours in a week as a result of Defendants'
13 above-described policies and practices. In addition to the other overtime payments, Defendants
14 failed to compensate Plaintiffs for work performed off-the-clock at their proper overtime rate.
15 However, Defendants followed a policy and practice of further denying overtime payments to
16 Plaintiffs at an overtime rate of 1.5 times the regular rate for the first eight hours of the seventh
17 consecutive workday in a week and overtime payments at the rate of 2 times the regular rate for
18 hours worked over eight (8) on the seventh consecutive workday, as required under the Labor Code
19 section 510, and paragraph 3 of the applicable IWC Wage Orders.

20 50. Therefore, Plaintiffs were not properly paid for all hours worked, including for the
21 hours worked in excess of the maximum hours permissible by law under California Labor Code
22 section 1194, section 1197 and section 1198 and the provisions of IWC Wage Orders and the
23 applicable California Code of Regulations sections.

24 51. On information and belief, Plaintiffs allege that Defendants followed an unlawful
25 policy and practice of refusing to pay and failing to pay them for all wages earned in each pay
26 period, including by requiring and compelling off-the-clock work, by failing to pay for overtime
27 hours worked, and for the other reasons set forth in detail above.

28 ///



1 52. As a result of Defendants' failure to pay overtime pay throughout Plaintiffs'
2 employment, Defendants intentionally failed to provide Plaintiffs with all earned wages earned by
3 and owed to them during the corresponding pay periods. Defendants willfully violated the
4 provisions of Labor Code section 1194, the applicable IWC Wage Orders, and California law by
5 failing to properly pay Plaintiffs the overtime pay that Plaintiffs were due.

6 53. Defendants' failure to pay Plaintiffs all wages owed to them also violated California
7 Penal Code sections 484 and 532 (obtaining labor through false pretenses), to the extent their
8 managers specifically instructed them that they were not entitled to receive overtime under the
9 California Labor Code and related provisions for off the clock work they were required to perform.

10 54. Plaintiffs are informed and believe, and based upon that information and belief
11 therefore further allege, that Defendants knew or should have known that the Plaintiffs did not
12 qualify as exempt employees, and Defendants purposely elected not to pay Plaintiffs for their
13 overtime labor performed.

14 55. By virtue of the Defendants' unlawful failure to provide overtime pay to Plaintiffs,
15 Plaintiffs have suffered, and will continue to suffer, damages in amounts which are presently
16 unknown to them, but which exceed the jurisdictional limits of this Court and which will be
17 ascertained according to proof at Trial.

18 56. Plaintiffs are informed and believe, and based upon that information and belief
19 allege, that Defendants purposely elected not to provide overtime pay.

20 57. As a result of Defendants' failure to pay overtime pay throughout Plaintiffs'
21 employment, Plaintiffs were deprived of wages in amounts to be determined at Trial, and are
22 entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs,
23 for Defendants' violations of Labor Code section 510, and applicable IWC Wage Order provisions.

24 58. Defendants acted intentionally, oppressively and maliciously toward Plaintiffs with
25 a conscious disregard of their rights, or the consequences to Plaintiffs, with the intent of depriving
26 them of property and legal rights and otherwise causing the Plaintiffs injury.

27 ///

28 ///



1 59. Plaintiffs request recovery of both straight time and overtime compensation
2 according to proof, interest, attorney's fees and costs pursuant to Labor Code section 1194(a), as
3 well as the assessment of any statutory penalties against Defendants.

4 60. Plaintiffs are entitled to any and all additional sums as provided by the Labor Code
5 and/or other statutes.

6 61. Further, Plaintiffs are entitled to seek and recover reasonable attorneys' fees and
7 costs pursuant to Labor Code sections 210 and 1194.

8 **THIRD CAUSE OF ACTION**

9 **FAILURE TO PROVIDE MEAL AND REST PERIODS**

10 **[Labor Code §§ 226.7, 512]**

11 **(Against All Defendants)**

12 62. Plaintiffs hereby reallege and incorporate each preceding paragraph as though fully
13 set forth herein.

14 63. At all times mentioned herein, Defendants employed Plaintiffs.

15 64. At all times mentioned herein, Plaintiffs' employment by Defendants was subject to
16 the provisions of the Labor Code and the applicable IWC Wage Order.

17 65. Labor Code section 512 and the applicable IWC Wage Order states that an employer
18 may not employ an employee for a work period of more than five (5) hours per day without
19 providing the employee a meal period of not less than thirty (30) minutes, and an employer may not
20 employ an employee for a work period of more than ten (10) hours per day without providing the
21 employee with a second meal period of not less than thirty (30) minutes. The applicable IWC
22 Wage Order further states that unless the employee is relieved of all duty during a thirty (30)
23 minute meal period, the meal period shall be considered an "on duty" meal period and counted as
24 time worked. Labor Code section 226.7(a) states that no employer shall require any employee to
25 work during any meal or rest period mandated by an applicable order of the IWC.

26 66. Throughout Plaintiffs' employment with Defendants, Defendants failed to provide
27 Plaintiffs with uninterrupted and duty-free meal and rest periods.

28 ///



1 67. Despite failing to provide uninterrupted and duty-free meal periods and rest periods,
2 Plaintiffs were provided with zero (0) meal and/or rest premiums of one (1) hours' worth of their
3 wages in lieu of Defendants' meal and rest period violations during their employment.

4 68. Defendants' actions were fraudulent and deceitful, and were intentional acts
5 designed to maximize their profits in complete disregard for Plaintiffs' right to take meal and rest
6 periods.

7 69. Pursuant to Labor Code section 226.7(b) and the applicable IWC Wage Order, if an
8 employer fails to provide an employee a meal period in accordance with the applicable provisions
9 of IWC Wage Order, the employer shall pay the employee one (1) hour of pay at the employee's
10 regular rate of compensation for each workday that the meal period is not provided. As such,
11 Plaintiffs are entitled to an additional one (1) hour of pay for each missed meal period per day for
12 each workday in which Plaintiffs were not provided a proper meal period under the above-
13 described authorities.

14 70. The applicable IWC Wage Order states that every employer shall authorize and
15 permit all employees to take rest periods. The authorized rest period time shall be based on the
16 total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours of work. As
17 such, Plaintiffs are entitled to an additional one (1) hour of pay for each day in which Plaintiffs are
18 not provided a proper rest period under the above-described authorities.

19 71. Plaintiffs are informed and believe, and based thereon allege that Defendants, who
20 caused the alleged provisions of the Labor Code and IWC Wage Order(s) to be violated, are subject
21 to liability pursuant to Labor Code section 558.1.

22 **FOURTH CAUSE OF ACTION**

23 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

24 **[Labor Code § 226]**

25 **(Against All Defendants)**

26 72. Plaintiffs hereby reallege and incorporate each preceding paragraph as though fully
27 set forth herein.

28 ///



1 73. At all times mentioned herein, Defendants employed Plaintiffs.

2 74. At all times mentioned herein, Plaintiffs' employment by Defendants was subject to
3 the provisions of the Labor Code and the applicable IWC Wage Order.

4 75. Labor Code section 226 states that every employer shall, semimonthly or at the time
5 of each payment of wages, furnish each of its employees – either as a detachable part of the check,
6 draft, or voucher paying the employee's wages, or separately when wages are paid by personal
7 check or cash – an accurate itemized statement in writing showing (1) gross wages earned, (2) total
8 hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece
9 rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions
10 made on written orders of the employee may be aggregated and shown as one item, (5) net wages
11 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
12 employee and his or his social security number, (8) the name and address of the legal entity that is
13 the employer, and (9) all applicable hourly rates in effect during the pay period and the
14 corresponding number of hours worked at each hourly rate by the employee. Section 226 also
15 provides that the deductions made from payments of wages shall be recorded in ink or other
16 indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a
17 record of the deductions shall be kept on file by the employer for at least three years at the place of
18 employment or at a central location within the State of California.

19 76. During Plaintiffs' employment with Defendants, Defendants failed to provide
20 Plaintiffs with proper itemized wage statements in compliance with Labor Code section 226 in that
21 wage statements provided to Plaintiffs did not list accurate information including, but not limited
22 to, the total hours Plaintiffs worked, Plaintiffs' accurate gross and/or net wages, and Plaintiffs'
23 correct hourly rates for each hour worked.

24 77. Pursuant to Labor Code section 226(e), an employee suffering injury as a result of a
25 knowing an intentional failure by an employer to comply with the itemized wage statement
26 requirement is entitled to recover the greater of, all actual damages, or fifty dollars (\$50) for the
27 initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each
28 violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars



1 (\$4,000), and is entitled to an award of costs and reasonable attorney's fees.

2 78. Plaintiffs are informed and believe, and based thereon alleges that Defendants, who
3 caused the alleged provisions of the Labor Code and IWC Wage Order(s) to be violated, are subject
4 to liability pursuant to Labor Code section 558.1.

5 79. Plaintiffs request an order of monetary damages and attorneys' fees and costs in
6 favor of Plaintiffs and against Defendants, in accordance with the provisions of Labor Code section
7 226(e).

8 **FIFTH CAUSE OF ACTION**

9 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

10 **[Labor Code §§ 2800-2802]**

11 **(Against All Defendants)**

12 80. Plaintiffs hereby reallege and incorporate each preceding paragraph as though fully
13 set forth herein.

14 81. At all times mentioned herein, Defendants employed Plaintiffs.

15 82. At all times mentioned herein, Plaintiffs' employment by Defendants was subject to
16 the provisions of the Labor Code and the applicable IWC Wage Order.

17 83. Plaintiffs are informed, believes, and thereon alleges that during their employment,
18 he was required to pay necessary work-related expenses in the proper discharge of their
19 employment duties. Plaintiffs further allege that they were not reimbursed for those lawful and
20 necessary work-related expenses or losses incurred in direct discharge of their duties during their
21 employment by Defendants. Labor Code § 2802(a) and Cal. Code of Regs. § 11040, *et seq.*

22 84. As explained above, Plaintiffs were required and expected to use their personal cell
23 phones every day of their employment, whether during work or outside of their work hours. At no
24 point throughout Plaintiffs' employment did Defendants reimburse Plaintiffs for their work-related
25 use of their personal cell phone despite Defendants' knowledge and expectation that Plaintiffs use
26 their personal cell phone on a day-to-day basis during their employment.

27 ///

28 ///



1 85. Defendants' knowing and willful failure to reimburse lawful and necessary work-
2 related expenses and losses to Plaintiffs resulted in damage to them because, to date, Defendants
3 have not reimbursed Plaintiffs for those expenses they incurred.

4 86. Plaintiffs are therefore entitled to lawful reimbursement for any and all necessary
5 work-related expenses, as provided in Labor Code section 2802(b), incurred during the direct
6 discharge of their duties while employment by Defendants as well as accrued interest on those
7 expenses that were not reimbursed from the date the expenses were incurred.

8 87. Plaintiffs are informed and believe, and based thereon allege that Defendants, who
9 caused the alleged provisions of the Labor Code and IWC Wage Order(s) to be violated, are subject
10 to liability pursuant to Labor Code section 558.1.

11 88. Plaintiffs are entitled to attorneys' fees and costs of suit pursuant to section 2802(c)
12 of the Labor Code.

13 **SIXTH CAUSE OF ACTION**

14 **FAILURE TO PROVIDE MANDATORY PAID SICK LEAVE**

15 **[Labor Code § 246]**

16 **(Against All Defendants)**

17 89. Plaintiffs hereby reallege and incorporate each preceding paragraph as though fully
18 set forth herein.

19 90. At all times mentioned herein, Defendants employed Plaintiffs.

20 91. At all times mentioned herein, Plaintiffs' employment by Defendants was subject to
21 the provisions of the Labor Code and the applicable IWC Wage Order.

22 92. California Labor Code § 246(b)(1) states "An employee shall accrue paid sick days
23 at the rate of not less than one hour per every thirty (30) hours worked, beginning at the
24 commencement of employment or the operative date of this article, whichever is later, subject to
25 the use and accrual limitations set forth in this section."

26 93. California Labor Code § 246(b)(1) states "An employer may satisfy the accrual
27 requirements of this section by providing not less than 40 hours or five (5) days of paid sick leave
28 that is available to the employee to use by the completion of the employee's 120th calendar day of



1 employment.”

2 94. Plaintiffs are informed, believe, and thereon allege that during their employment,
3 they never accrued paid sick days at the rate of not less than one hour per every thirty (30) hours
4 worked, nor were provided 40 hours or five (5) days of paid sick leave employee to use by the
5 completion of the employee's 120th calendar day of their employment.

6 95. As such, Defendants forced Plaintiffs to use vacation days or unpaid leave instead of
7 mandatory paid sick leave, and Plaintiffs were required to give one week notice prior to use,
8 resulting in Plaintiffs not taking their leave altogether.

9 96. Pursuant to California Labor Code § 246, Plaintiffs request an award of interest,
10 reasonable attorneys’ fees, and costs incurred in this action.

11 **SEVENTH CAUSE OF ACTION**
12 **FAILURE TO MAINTAIN ACCURATE RECORDS**

13 **[Labor Code §§ 1174, 1174.5, and 1175]**

14 **(Against All Defendants)**

15 97. Plaintiffs hereby reallege and incorporate each preceding paragraph as though fully
16 set forth herein.

17 98. At all times mentioned herein, Defendants employed Plaintiffs.

18 99. At all times mentioned herein, Plaintiffs’ employment by Defendants was subject to
19 the provisions of the Labor Code and the applicable IWC Wage Order.

20 100. Labor Code § 1174 requires every employer to maintain accurate records of all
21 hours worked and wages paid to employees.

22 101. During Plaintiffs’ employment, Defendants kept inaccurate records such as
23 improperly recording all accrued sick time and not properly recording all hours worked by the
24 Plaintiffs including overtime.

25 102. As such, and pursuant to Labor Code § 1174.5, Defendants have violated § 1174
26 and are subject to a civil penalty of five hundred (\$500) dollars.

27 103. Further, pursuant to Labor Code § 1175, Defendants’ violation of Labor Code §
28 1174 shall make Defendants subject to and guilty of a misdemeanor.



1 **EIGHTH CAUSE OF ACTION**

2 **FAILURE TO PAY ALL WAGES UPON TERMINATION IF EMPLOYMENT**

3 **[California Labor Code §§ 201-203]**

4 **(Against All Defendants)**

5 104. Plaintiffs hereby reallege and incorporate each preceding paragraph as though fully
6 set forth herein.

7 105. At all times mentioned herein, Defendants employed Plaintiffs.

8 106. At all times mentioned herein, Plaintiffs' employment by Defendants was subject to
9 the provisions of the Labor Code and the applicable IWC Wage Order.

10 107. Labor Code section 201 states that an employer is required to provide an employee
11 who is terminated all unpaid wages immediately upon termination. Labor Code section 203 states
12 that if an employer willfully fails to pay a discharged employee wages according to Labor Code
13 section 201, these wages shall continue as a penalty for up to a maximum of thirty (30) days.

14 108. As of the date of this Complaint, more than thirty (30) days have elapsed since the
15 termination of Plaintiffs' employment with Defendants and Defendants still have not paid all of
16 Plaintiffs' wages that were then due and owing at the time of his termination.

17 109. Defendants failed to pay the earned wages due and owing to Plaintiffs upon their
18 separation of employment. Defendants still have not paid Plaintiffs all earned wages, thereby
19 violating Labor Code section 201 and 203 and requiring Defendants to pay Plaintiffs the maximum
20 statutory thirty (30) day waiting time penalty.

21 110. Plaintiffs are informed and believe, and based thereon allege that Defendants, who
22 caused the alleged provisions of the Labor Code and IWC Wage Order(s) to be violated, are subject
23 to liability pursuant to Labor Code section 558.1.

24 111. Pursuant to Labor Code section 203, Plaintiffs are entitled to recover a penalty
25 equivalent to his daily rate of pay multiplied by thirty (30) days.

26 ///

27 ///

28 ///



1 **NINTH CAUSE OF ACTION**

2 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

3 **(Against All Defendants)**

4 112. Plaintiffs hereby reallege and incorporate each preceding paragraph as though fully
5 set forth herein.

6 113. At all times mentioned herein, Defendants employed Plaintiffs.

7 114. At all times mentioned herein, the public policy of the State of California prohibits
8 employers from engaging in employment discrimination and retaliation. These public policies of
9 the State of California are designed to protect all employees and promote the welfare and well-
10 being of the community at large. Accordingly, the actions of Defendants, and each of them, in
11 retaliation against and terminating Plaintiffs on the grounds stated above was wrongful and in
12 contravention and violation of the express public policy of the State of California.

13 115. Respondents' termination of Plaintiffs' employment violated the aforementioned
14 fundamental principles of public policy in that there is substantial and fundamental policy against
15 interference with, and retaliation for, exercising rights under the Labor Code and California
16 employment laws.

17 116. As a proximate result of Defendants' wrongful conduct, Plaintiffs have sustained
18 and continue to sustain economic damages in earning and other employment benefits in an amount
19 according to proof.

20 117. As a direct and proximate result of Defendants' retaliatory actions against Plaintiffs,
21 Plaintiffs have suffered and continue to suffer damages, in the form of lost wages and other
22 employment benefits and opportunities, severe emotional distress, humiliation, embarrassment,
23 anger, loss of sleep, the exact amount and/or extent of which will be proven at trial.

24 118. The above-described actions were perpetuated and/or ratified by managing agents
25 and/or officers of Defendants. The aforementioned conduct of the managing agents and/or officers
26 was willful and in conscious disregard of Plaintiffs' rights, and constitutes oppression, fraud, or
27 malice, justifying punitive and exemplary damages in an amount to punish Defendants.

28 ///



119. As a result of the conduct of Defendants, as alleged herein, Plaintiffs are entitled to costs of suit, including reasonable attorneys' fees, in an amount according to proof at trial.

TENTH CAUSE OF ACTION

UNLAWFUL COMPETITION AND UNFAIR BUSINESS PRACTICES

[California Business & Professions Code §§ 17200, et seq.]

(Against All Defendants)

120. Plaintiffs hereby reallege and incorporate each preceding paragraph as though fully set forth herein.

121. At all times mentioned herein, Defendants employed Plaintiffs.

122. Defendants, and each of them, are "persons" as defined under Business & Professions Code section 17021.

123. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful, and harmful to Plaintiffs, other aggrieved employees, and to the general public. Plaintiffs seek to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

124. Defendants' activities, as alleged herein, are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code section 17200, *et seq.*

125. A violation of California Business & Professions Code section 17200, *et seq.*, may be predicated on the violation of any state or federal law. All of the acts described herein as violations of, among other things, the California Labor Code and IWC Wage Orders, are unlawful and in violation of public policy; and in addition are immoral, unethical, oppressive, fraudulent, and unscrupulous, and thereby constitute unfair, unlawful, and/or fraudulent business practices in violation of the California Business & Professions Code section 17200, *et seq.*

///

///

///

///



1 **Failure to Pay Minimum Wage**

2 126. Defendants' failure to pay the legally required minimum wage in violation of the
3 Labor Code, as alleged above, constitutes unlawful and/or unfair activity prohibited by Business
4 and Professions Code section 17200, *et seq.*

5 **Failure to Pay All Wages Including Overtime Wages**

6 127. Defendants' failure to pay legally required overtime wages in violation of the Labor
7 Code, as alleged above, constitutes unlawful and/or unfair activity prohibited by Business and
8 Professions Code section 17200, *et seq.*

9 **Failure to Provide Meal and Rest Periods**

10 128. Defendants' failure to provide legally required meal periods and rest periods in
11 violation of the Labor Code, as alleged above, constitutes unlawful and/or unfair activity prohibited
12 by Business and Professions Code section 17200, *et seq.*

13 **Failure to Provide Accurate Itemized Wage Statements**

14 129. Defendants' failure to provide legally required accurate itemized wage statements in
15 accordance with Labor Code section 226, as alleged above, constitutes unlawful and/or unfair
16 activity prohibited by Business and Professions Code section 17200, *et seq.*

17 **Failure to Reimburse Necessary Business Expenses**

18 130. Defendants' failure to reimburse business expenses in accordance with Labor Code
19 sections 2802, as alleged above, constitutes unlawful and/or unfair activity prohibited by Business
20 and Professions Code section 17200, *et seq.*

21 **Failure to Provide Paid Sick Leave**

22 131. Defendant's failure to Paid Sick Leave in accordance with Labor Code section 246,
23 as alleged above, constitutes unlawful and/or unfair activity prohibited by Business and Professions
24 Code section 17200, *et seq.*

25 **Failure to Pay All Wages Due and Payable Upon Separation of Employment**

26 132. Defendants' failure to timely pay legal required wages upon separation of
27 employment in accordance with Labor Code section 201, as alleged above, constitutes unlawful
28 and/or unfair activity prohibited by Business and Professions Code section 17200, *et seq.*



1 133. By and through their unfair, unlawful, and/or fraudulent business practices described
2 herein, Defendants have obtained valuable property, money, and services from Plaintiffs and have
3 deprived Plaintiffs of their rights and benefits guaranteed by law, all to his detriment.

4 134. Plaintiffs suffered monetary injury as a direct result of Defendants' wrongful
5 conduct.

6 135. Plaintiffs are entitled to, and seeks, such relief as may be necessary to disgorge the
7 profits which Defendants have acquired, or of which Plaintiffs have been deprived, by means of the
8 above-described unfair, unlawful, and/or fraudulent business practices. Plaintiffs are not obligated
9 to establish individual knowledge of the unfair practices of Defendants in order to recover
10 restitution.

11 136. Plaintiffs are further entitled to, and seeks, a declaration that the above-described
12 practices are unfair, unlawful, and/or fraudulent, and injunctive relief restraining the Defendants,
13 and each of them, from engaging in any of the above-described unfair, unlawful, and/or fraudulent
14 business practices in the future.

15 137. Plaintiffs have s no plain, speedy, and/or adequate remedy at law to redress the
16 injuries which he has suffered as a consequence of Defendants' unfair, unlawful, and/or fraudulent
17 business practices. As a result of the unfair, unlawful, and/or fraudulent business practices
18 described above, Plaintiffs have suffered and will continue to suffer irreparable harm unless
19 Defendants, and each of them, are restrained from continuing to engage in said unfair, unlawful,
20 and/or fraudulent business practices.

21 138. Pursuant to California Business & Professions Code section 17200, *et seq.*, Plaintiffs
22 are entitled to restitution of the wages withheld and retained by Defendants during a period that
23 commences four (4) years prior to the filing of this Complaint; a permanent injunction requiring
24 Defendants to pay all outstanding wages due to Plaintiff; an award of attorneys' fees pursuant to
25 California Code of Civil Procedure section 1021.5 and other applicable laws; and an award of
26 costs.

27 ///

28 ///



ELEVENTH CAUSE OF ACTION
CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS
GENERAL ACT OF 2004 (“PAGA”)
IN VIOLATION OF LABOR CODE § 2698, ET SEQ.
(Against All Defendants)

139. Plaintiffs hereby reallege and incorporate each preceding paragraph as though fully set forth herein.

140. At all times mentioned herein, Defendants employed Plaintiffs.

141. Labor Code sections 2698-2699.5, in relevant part, provides, “any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency. . . for a violation of this code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in section 2699.3.”

142. Under Labor Code section 2699.3(a), a plaintiff may bring a cause of action under PAGA only after giving notice to the LWDA and the employer of the Labor Code sections alleged to have been violation, and after receiving notice from the LWDA of its intention not to investigate, or after sixty-five (65) days have passed without notice.

143. To the extent applicable, Plaintiffs have satisfied in full the requirements of Labor Code section 2699.3. Plaintiff sent notice to Defendants and the LWDA on or about April 9, 2024, detailing Defendants’ alleged Labor Code violations. In particular, Plaintiffs’ notice alleged violations of Labor Code sections 201, 202, 203, 226, 226.7, 233, 246, 246.5, 247, 248.5, 510, 512, 1102.5, 1174, 1174.5, 1175, 1194, 1198, 1198.5, and 2802;

144. LWDA did not provide notice of its intention to investigate Defendants’ alleged violations within sixty-five (65) calendar days of the postmark date of Plaintiff’s notice.

145. Plaintiffs are an “aggrieved employee” under PAGA because they were employed by Defendants during the applicable statutory period and suffered one (1) or more of the Labor Code violations set forth in this Complaint.

///



1 146. Plaintiffs seek to recover, on their behalf, on behalf of the State, and on behalf of all
2 former and current aggrieved employees of Defendants, the civil penalties provided by PAGA, plus
3 reasonable attorney's fees and costs through a representative action permitted by PAGA and the
4 California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.App.4th 969. Therefore, class
5 certification is not required.

6 147. Plaintiff seeks penalties pursuant to PAGA for the following Labor Code violations:

- 7 A. Labor Code § 1194 (Failure to Pay Minimum Wages);
- 8 B. Labor Code §§ 510, 1194, and 1198 (Failure to Pay Overtime Wages);
- 9 C. Labor Code §§ 226.7 and 512 (Failure to Provide Meal and Rest Periods);
- 10 D. Labor Code § 226 (Failure to Provide Accurate Itemized Wage Statements);
- 11 E. Labor Code § 2802 (Failure to Reimburse Necessary Business Expenses);
- 12 F. Labor Code §§ 1174, 1174.5, and 1175 (Failure to Maintain Accurate Records);
- 13 G. Labor Code § 246 (Failure to Provide Paid Sick Leave Law);
- 14 H. Labor Code §§ 233, 246, 246.5, 247, 248.5 (Retaliation in Violation of Paid Sick
15 Leave Law);
- 16 I. Labor Code § 203 (Failure to Pay All Wages Due and Payable ant Separation of
17 Employment); and
- 18 J. Labor Code § 226 (Failure to Provide Payroll Records).

19 148. Labor Code section 2699 *et seq.* imposes a civil penalty of one hundred dollars
20 (\$100.00) per pay period, per aggrieved employee for initial violations, and two hundred dollars
21 (\$200.00) per pay period, per aggrieved employee for subsequent violations for all Labor Code
22 provisions for which a civil penalty is not specifically provided.

23 149. As a proximate result of the action and conduct described in the paragraphs above,
24 which constitute violations of certain Labor Code sections, Plaintiffs and all other aggrieved
25 employees have been damaged in an amount according to proof at the time of trial and seek civil
26 penalties and attorney's fees pursuant to Labor Code section 2699(f) and (g) against Defendants.

27 ///

28 ///



1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiffs prays, individually and on behalf of aggrieved employees,
3 judgment against Defendants, and each of them, as follows:

- 4 1. For economic damages according to proof;
5 2. For non-economic damages according to proof;
6 3. For punitive damages according to proof;
7 4. For penalties and premiums available under applicable law;
8 5. For an award of civil penalties pursuant to PAGA;
9 6. For declaratory and injunctive relief;
10 7. For liquidated damages;
11 8. For an award of reasonable attorney's fees and costs;
12 9. For pre-judgment and post-judgment interest as provided by law; and
13 10. For such other and further relief as the Court deems just and proper.

14 Dated: October 25, 2024

KRING & CHUNG, LLP

15
16 By: _____

17 Tyler D. Kring
18 Jeffrey T. Green
19 Attorneys for Plaintiffs
20 KAYLIN SELLINGSLOH and FLAVIO
21 FLORES and all aggrieved employees
22
23
24
25
26
27
28



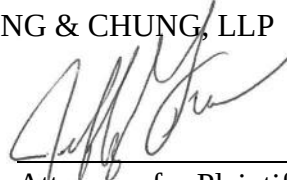
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand trial of their claims by jury to the extent authorized by law.

Dated: October 25, 2024

KRING & CHUNG, LLP

By: 

Attorneys for Plaintiffs
KAYLIN SELLINGSLOH and FLAVIO
FLORES and all aggrieved employees



EXHIBIT 1



April 9, 2024

VIA ELECTRONIC SUBMISSION AND CERTIFIED MAIL

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

Re: Kaylin Sellingsloh, et al. adv. International Nameplate, U.S., Inc., et al.
K&C Client: Kaylin Sellingsloh; Flavio Flores
K&C File No.: 9800.0383; 9300.0901
Subject: **Notice of Representative Action Pursuant to the Private Attorneys General Act of 2004**

Dear PAGA Administrator:

This office represents Kaylin Sellingsloh and Flavio Flores (“Mr. Sellingsloh” and “Mr. Flores” or collectively, “Plaintiffs”). Pursuant to Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 (“the Act”), we are providing written notice that Plaintiffs’ former employer, International Nameplate U.S., Inc. (“INPS”) and any and all related entities (collectively “Defendants”) were and are in violation of various provisions of the California Labor Code, including provisions that impose civil penalties.

Plaintiffs 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).

STATEMENT OF FACTS

Plaintiffs were employed by Defendants as Installers for three and four years respectively (Flores began in approximately September 2020 and Sellingsloh began in approximately May 2021) until INPS abruptly terminated their employment on March 13, 2024. Plaintiffs’ regular rate of compensation was \$33.00/hour (Sellingsloh) and \$36.50/ hour (Flores), respectively.

Throughout their employment with INPS, Plaintiffs routinely worked more than eight (8) hours per day and more than forty (40) hours per week. Despite these long hours, INPS typically did not compensate them for overtime wages earned. Due to INPS’ practices of requiring off-the-clock work, INPS is liable to Plaintiffs for the overtime wages they earned but for which they were never compensated.

Often throughout Plaintiffs’ employment with Defendants, they were not permitted or given the opportunity to take timely, uninterrupted, and off-duty meal periods. Similarly,

Plaintiffs were not always permitted to take uninterrupted rest periods that were compliant with California law. Defendants' management was fully aware that Plaintiffs and other aggrieved employees were unable to take these breaks in compliance with California law. When this occurred, Defendants did not provide Plaintiffs with a meal and/or rest premium of one (1) hours' worth of pay at Plaintiffs' regular rate of pay in lieu of those non-compliant meal and rest periods.

Plaintiffs were required and expected to routinely use their personal cell phones for work related purposes every day throughout their employment with INPS, whether on the clock or off-the-clock. INPS required that its employees, including Plaintiffs, use their personal cell phones for several purposes, including responding to telephone calls and text messages from their manager, as well as instructions from project managers and floor managers from their largest client on how to install specific vinyl decals, which often made it necessary for them to carry their cell phones on them at all times throughout their shift, including during any such meal and rest periods, to conduct these tasks with ease. At no point throughout Plaintiffs' employment with INPS were they reimbursed for the personal cell phone expense incurred despite INPS' knowledge and expectation that Plaintiffs constantly use their personal cell phones. INPS is therefore liable to Plaintiffs and other aggrieved employees for unpaid expense reimbursements and resulting off-the-clock work.

Plaintiffs' wage statements did not reflect accrued paid sick time. When Plaintiffs inquired about paid sick time during their employment, they were told that all time accrued was vacation time. However, Plaintiffs were not able to use time accrued when they were sick. In early 2023, Mr. Flores requested to take a paid sick day. He was corrected and instructed by his manager that the time would be taken from his accrued vacation time, and required that he provide one week's notice before taking a day off. As a result, Mr. Flores and aggrieved employees had accrued paid sick time and were unable to take paid sick leave guaranteed to them under California law.

On or around March 13, 2024, INPS terminated Plaintiffs' employment. Plaintiffs believe they were terminated because they had complained about not receiving paid sick leave, among other unrelated complaints about pay. As a result, INPS' wrongful termination of Plaintiffs' employment is therefore in direct violation of California's paid sick leave retaliation laws.

As a result of all of the above, INPS failed to pay Plaintiffs for all wages earned, failed to maintain accurate records, and failed to provide accurate itemized wage statements for Plaintiffs and aggrieved employees showing proper gross and/or net wages earned, total hours worked, and/or all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each respective hourly rate, among other things.

Furthermore, not only did INPS fail to pay Plaintiffs all wages due and payable at separation of employment, but INPS still has not paid all wages due and payable to Plaintiffs. Therefore, Plaintiffs are entitled to the full thirty (30) days of waiting time penalties for INPS's failure to pay all wages due and payable at separation of employment and civil penalties pursuant to PAGA.

Upon information and belief, all current and/or former non-exempt support worker and similar employees, at a minimum, employed by INPS are aggrieved employees as defined under California Labor Code section 2699(c). Upon information and belief, each of the non-exempt employees were/are subject to similar, if not the same, violations as Plaintiffs.

Therefore, Plaintiffs hereby provide notice that they intend to seek civil penalties, in a representative capacity on behalf of all such aggrieved employees for the violations applicable to them.

LABOR CODE VIOLATIONS

Defendants are in violation of the following Labor Code provisions:

1. Labor Code §§ 246 (Failure to Provide Sick Pay);
2. Labor Code § 1194 (Failure to Pay Minimum Wage);
3. Labor Code §§ 510, 1194, and 1198 (Failure to Pay Overtime Wages);
4. Labor Code §§ 201 and 202 (Failure to Timely Pay Wages);
5. Labor Code §§ 226.7 and 512 (Failure to Provide Meal and Rest Periods);
6. Labor Code § 2802 (Failure to Reimburse Necessary Business Expenses);
7. Labor Code §§ 1174, 1174.5, and 1175 (Failure to Maintain Accurate Records);
8. Labor Code § 226 (Failure to Provide Accurate Itemized Wage Statements); and
9. Labor Code § 203 (Failure to Pay All Wages Due and Payable at Separation of Employment).

CONCLUSION

To prevent the above-described violations from occurring and to remedy past violations, Plaintiffs, on behalf of all other aggrieved employees, intend to file a complaint against INPS for these violations based upon the facts and theories set forth herein. Pursuant to Labor Code section 2699.3(a)(1), Plaintiffs will serve the same written notice to INPS 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 & Chung, LLP



Jeffrey T. Green

(jgreen@kringandchung.com)
JTG/mkb

Attn.: PAGA Administrator

April 9, 2024

K&C File No.: 9800.0383; 9300.0901

Page 4

cc: Via Certified Mail:
International Nameplate U.S., Inc.
2905 West Marshall Avenue
Longview, TX 75604

International Nameplate U.S., Inc.
c/o Northwest Registered Agent, Inc.
2108 North Street, Suite N
Sacramento, CA 95816-5712