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June 28, 2024

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(https://dir.govfa.net/308)

Subject: *Kairi Stoves v. Insight Direct USA, Inc., et al.*

Dear PAGA Administrator:

This office represents Kairi Stoves in connection with his claims under the California Labor Code. Mr. Stoves was an employee of INSIGHT DIRECT USA, INC.; INSIGHT ENTERPRISES, INC.; PCM, INC.; PCMG, INC.; SADA SYSTEMS, LLC; and/or TIGERDIRECT, LLC. For the purpose of this letter, Mr. Stoves collectively refers to these entities as “INSIGHT.”

The employers may be contacted directly at the addresses below:

INSIGHT DIRECT USA, INC.
2701 E INSIGHT WAY
CHANDLER, AZ 85286

INSIGHT ENTERPRISES, INC.
2701 E INSIGHT WAY
CHANDLER, AZ 85286

PCM, INC
2701 E. INSIGHT WAY
CHANDLER, AZ 85286

PCMG, INC.
13755 SUNRISE VALLEY DR., SUITE 750
HERNDON, VA 20171

SADA SYSTEMS, LLC
5250 LANKERSHIM BLVD., SUITE 720
NORTH HOLLYWOOD, CA 91601

TIGERDIRECT, LLC
2555 WEST 190TH STREET
TORRANCE, CA 90504

Mr. Stoves intends to seek civil penalties, attorney’s fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 (“PAGA”). Mr. Stoves seeks relief on behalf of himself, the State of California, and other persons who are or were employed by INSIGHT as a non-exempt, hourly paid employee in California and who received at least one wage statement (“aggrieved employees”). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

INSIGHT employed Mr. Stoves as an hourly paid, non-exempt Team Lead from approximately June 2023 to December 2023. Mr. Stoves worked for INSIGHT at various jobsites. During his employment, Mr. Stoves typically worked ten (10) to twelve (12) or more hours per day and five (5) days per week. At the time his employment ended, Mr. Stoves was compensated approximately $42.00 per hour. His primary job duties included, without limitation, installing and setting up the networking for video cameras on police vehicles.

INSIGHT committed one or more of the following Labor Code violations against Mr. Stoves, the facts and theories of which follow, making him an "aggrieved employee" pursuant to California Labor Code section 2699(c): [1]

<u>INSIGHT's Company-Wide and Uniform Payroll and HR Practices</u>

INSIGHT DIRECT USA, INC. is an Illinois corporation. INSIGHT ENTERPRISES, INC.; PCM, INC.; and PCMG, INC. are Delaware corporations. SADA SYSTEMS, LLC is a Delaware limited liability company and TIGERDIRECT, LLC is a California limited liability company. Together, they are a publicly traded global technology company that focus on business-to-business and information technology. Upon information and belief, INSIGHT maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Chandler, Arizona; North Hollywood, California; or Torrance, California, for all non-exempt, hourly paid employees working for INSIGHT in California, including Mr. Stoves and other aggrieved employees. At all relevant times, INSIGHT issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Stoves and other aggrieved employees, regardless of their location or position.

Upon information and belief, INSIGHT maintains a centralized Payroll department at its corporate headquarters in Chandler, Arizona; North Hollywood, California; or Torrance, California which processes payroll for all non-exempt, hourly paid employees working for INSIGHT in California, including Mr. Stoves and other aggrieved employees. Further, INSIGHT issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Mr. Stoves and other aggrieved employees, irrespective of their location, position, or manner in which each employee's employment ended. In other words, INSIGHT utilized the same methods and formulas when calculating wages due to Mr. Stoves and other aggrieved employees in California.

<u>Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime</u>

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40)

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[1] These facts, theories, and claims are based on Mr. Stoves' experience and counsel's review of those records currently available relating to Mr. Stoves' employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law's requirements, the employer misinformed its employee of the law's requirements, or because the employer effectively hid the violations). Thus, Mr. Stoves reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

INSIGHT willfully failed to pay all overtime wages owed to Mr. Stoves and other aggrieved employees. During the relevant time period, Mr. Stoves and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, during the relevant time period, INSIGHT had, and continues to have, a company-wide policy and/or practice of discouraging and impeding Mr. Stoves and other aggrieved employees from recording hours worked that were outside of their scheduled shifts in order to limit the amount of overtime employees could accrue. Specifically, INSIGHT failed to implement a timekeeping system and did not provide employees with any mechanism, such as a time clock or electronic timekeeping system, to accurately track and record their hours worked. Instead, INSIGHT's company-wide policy and/or practice is to require employees to fill out handwritten timesheets and/or spreadsheets each week and to submit them to management for review and approval. When completing these handwritten timesheets and/or spreadsheets, INSIGHT's management would pressure Mr. Stoves and other aggrieved employees to round down their clock-in and clock-out times to the nearest quarter (0.25) hour and/or record only their scheduled shift start and end-times, instead of their actual hours worked. Additionally, on information and belief, INSIGHT's management would alter and/or falsify time records to shave off time Mr. Stoves and other aggrieved employees spent working in order to limit overtime accrual. Taken together, INSIGHT's timekeeping policies are, and continue to be, unfair and have, over time, resulted in the underpayment of wages to Mr. Stoves and other aggrieved employees. To the extent INSIGHT's timekeeping policies took away time worked that was eligible for overtime, Mr. Stoves and other aggrieved employees were denied overtime pay for all hours worked.

Alternatively, INSIGHT had, and continues to have, a company-wide policy and/or practice of failing to record hours worked by its employees and simply paying employees, including Mr. Stoves and other aggrieved employees, for the hours they are scheduled to work. Because INSIGHT failed to accurately record their actual hours worked, Mr. Stoves and other aggrieved employees were not paid for all hours worked before or after their scheduled shifts.

Second, INSIGHT had, and continues to have, a company-wide policy of circumventing the payment of overtime wages to minimize labor costs. Specifically, on information and belief, INSIGHT implemented a timekeeping policy that resets the work day approximately around 12:00 a.m. and therefore treats shifts extending into the following day as two separate shifts. This policy had the effect of reducing the amount of overtime that would need to be paid to Mr. Stoves and other aggrieved employees when they worked overnight shifts. For example, when Mr. Stoves worked shifts longer than eight (8) hours that extended past 12:00 a.m., he was not always paid overtime or double-time premiums for all of the hours he worked in excess of eight (8) hours in a day and/or in excess of twelve (12) hours in a day.

Third, during the relevant time period, INSIGHT had, and continues to have, a company-wide policy and/or practice of understaffing its jobsites while assigning heavy workloads, including pressuring employees to meet productivity quotas. In particular, INSIGHT pressured employees to meet a quota of installing video cameras on 7-8 vehicles per day, which resulted in a failure to provide Mr. Stoves and other aggrieved employees with adequate meal period coverage. INSIGHT also had a practice of failing to schedule meal periods which, in conjunction with the assignment of heavy workloads and quotas, further caused Mr. Stoves and other aggrieved employees to not be relieved of their duties for compliant meal periods. As a result of this lack of meal period coverage, Mr. Stoves and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period.

Fourth, on information and belief, because INSIGHT frowned upon employees accruing meal period penalties, INSIGHT's management pressured Mr. Stoves and other aggrieved employees to record compliant meal periods on their handwritten timesheets and/or spreadsheets, even when they did not receive compliant meal periods. Thus, INSIGHT did not record all hours worked during meal periods and Mr. Stoves and other aggrieved employees performed work during meal periods for which they were not paid.

INSIGHT knew or should have known that as a result of these company-wide practices and/or policies, Mr. Stoves and other aggrieved employees were performing their assigned duties off-the-clock before and after their shifts and during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Mr. Stoves and other aggrieved employees sometimes worked shifts of eight (8) hours a day or more or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Mr. Stoves and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

Furthermore, INSIGHT did not pay Mr. Stoves/or other aggrieved employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, on information and belief, INSIGHT paid Mr. Stoves/or other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, INSIGHT failed to incorporate all compensation, including incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rates. Therefore, during times when Mr. Stoves/or other aggrieved employees worked overtime and received these other forms of pay, INSIGHT failed to pay all overtime wages by paying a lower overtime rate than required.

INSIGHT's failure to pay Mr. Stoves and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Mr. Stoves and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 4-2001 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code Regs. tit. 8, § 11040(2)(K) (defining "Hours Worked").

First, as set forth above, during the relevant time period, INSIGHT failed to provide Mr. Stoves and other aggrieved employees with an appropriate timekeeping mechanism, such as a time clock or electronic timekeeping system, to accurately track and record their hours worked. Instead, INSIGHT maintained a company-wide policy and/or practice of limiting overtime accrual and pressuring employees to round down their clock-in and clock-out times to the nearest quarter (0.25) hour and/or record only their scheduled hours instead of hours actually worked, thereby shorting Mr. Stoves and other aggrieved employees for work performed outside their scheduled shifts. Alternatively, INSIGHT had a company-wide policy and/or practice of only paying Mr. Stoves and other aggrieved employees for their scheduled shifts, rather than their actual hours worked, because INSIGHT failed to track hours worked outside of their scheduled shifts. Additionally, on information and belief, INSIGHT's management would alter and/or falsify time records to shave off time Mr. Stoves spent working in order to limit overtime accrual. As a result, INSIGHT failed to track this time that Mr. Stoves and other aggrieved employees spent working off-the-clock, and thus, Mr. Stoves and other aggrieved employees received no compensation for this time.

Second, as set forth above, due to INSIGHT's policies and/or practices of understaffing its jobsites while assigning heavy workloads, including pressuring employees to meet installation quotas, and failing to adhere to schedule meal periods, Mr. Stoves and other aggrieved employees were prevented from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock during meal periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties during unpaid meal periods. Moreover, as stated, upon information and belief, INSIGHT's management pressured employees to record on their handwritten timesheets and/or spreadsheets that they took meal periods regardless of whether they had received compliant meal periods or not, in order to strictly limit penalties that would need to be paid by INSIGHT. Thus, INSIGHT systematically failed to pay Mr. Stoves and other aggrieved employees for actual hours worked during meal periods, because these hours were not correctly recorded.

Accordingly, INSIGHT regularly failed to pay at least minimum wages to Mr. Stoves and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Mr. Stoves and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

First, during the relevant time period, as stated above, INSIGHT had, and continues to have, a company-wide policy and/or practice of understaffing while assigning heavy workloads, including pressuring employees to meet productivity quotas, which has resulted in a lack of meal period coverage and prevented Mr. Stoves and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. Moreover, INSIGHT also failed to schedule meal periods, which further caused Mr. Stoves and other aggrieved employees to not be relieved of their duties for compliant meal periods. As a result, Mr. Stoves and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. For example, approximately three (3) times per week, Mr. Stoves missed his meal periods due to the heavy workload and quota, and lack of coverage. Further, Mr. Stoves took his meal periods late, after the fifth hour of work, about 3-4 days per week because Defendants' management told him to complete in-progress installations before taking a meal period. Thus, INSIGHT failed to provide Mr. Stoves and other aggrieved employees with compliant, 30-minute meal periods.

Second, as stated, because INSIGHT frowned upon employees accruing meal period penalties, INSIGHT's management pressured employees to record reflect compliant meal periods, even when they had not received compliant meal periods, in order to strictly limit the meal penalties that INSIGHT would otherwise owe.

Third, INSIGHT did not always provide Mr. Stoves and other aggrieved employees with second 30-minute meal periods on days that they worked in excess of 10 hours in one day. During his employment, Mr. Stoves regularly worked shifts in excess of ten (10) or more hours per day but was not always provided a second 30-minute meal period. Additionally, when he was able to take a second meal period, Mr. Stoves' second meal periods were regularly interrupted to meet the demands of his workload and to reach his productivity quota. Mr. Stoves and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

At all times herein mentioned, INSIGHT knew or should have known that, as a result of these policies, Mr. Stoves and other aggrieved employees were prevented from being relieved of all duties and were required to perform some of their assigned duties during meal periods. INSIGHT further knew or should have known that INSIGHT did not pay Mr. Stoves and other aggrieved employees all meal period premiums when meal periods were late, missed, shortened, or interrupted. Additionally, to the extent that SUMMIT's rounding policy reported that Mr. Stoves and other aggrieved employees were provided with timely, full 30-minute meal periods when, in fact, the meal periods were taken after the fifth hour of work or were less than 30 minutes, Mr. Stoves and other aggrieved employees did not receive meal period penalties for these improperly rounded meal periods.

Moreover, INSIGHT engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Mr. Stoves and other aggrieved employees have not received premium pay for missed, late, and interrupted meal periods. Alternatively, to the extent that INSIGHT did pay Mr. Stoves and/or other aggrieved employees for missed, late, and interrupted meal periods, INSIGHT did not pay Mr. Stoves and/or other aggrieved employees at the correct rate of pay for premiums because

INSIGHT systematically failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, INSIGHT failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Mr. Stoves and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016).

During the relevant time period, INSIGHT regularly failed to authorize and permit Mr. Stoves and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, INSIGHT's company-wide practices, including understaffing and assigning heavy workloads, including pressure to meet productivity quotas, resulted in a lack of rest period coverage and prevented Mr. Stoves and other aggrieved employees from being relieved of all duty in order to take compliant rest periods. INSIGHT also failed to schedule rest periods, which further led to Mr. Stoves and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, on information and belief, during the relevant time period, INSIGHT maintained a company-wide on-premises rest period policy, which effectively required that Mr. Stoves and other aggrieved employees remain on the work premises during their rest periods. Because Mr. Stoves and other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, INSIGHT effectively maintained control over other aggrieved employees during rest periods.

As a result of INSIGHT's practices and policies, Mr. Stoves and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, Mr. Stoves often had to forgo his rest periods due to the heavy workload and lack of coverage.

INSIGHT has also engaged in a company-wide practice and/or policy of not paying all rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Mr. Stoves and other aggrieved employees have not received premium pay for all missed rest periods. Alternatively, to the extent that INSIGHT did pay Mr. Stoves and/or other aggrieved employees one (1) additional hour of premium pay for missed rest periods, INSIGHT did not pay Mr. Stoves and/or other aggrieved employees at the correct rate of pay for premiums because INSIGHT failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, INSIGHT failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Mr. Stoves and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 516, and 1198 & California Code of Regulations Title 8, Section 3395 – Failure to Provide Heat Recovery Periods

California Labor Code sections 226.7, 516, 1198 and the applicable IWC Wage Order require employers to provide recovery periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest or recovery period is not provided. California Labor Code section 226.7(a) defines "recovery period" to mean a cooldown period afforded an employee to prevent heat illness. California Labor Code section 226.7 provides that no employer shall require an employee to work during any recovery period mandated by an applicable order of the California IWC, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health. The applicable General Industry Safety ("GIS") Order provides that "[w]hen the outdoor temperature in the work area exceeds 80 degrees Fahrenheit, the employer shall have and maintain one or more areas with shade at all times while employees are present that are either open to the air or provided with ventilation or cooling." Cal. Code of Reg., Title 8, § 3395(d)(1). Furthermore, "[t]he amount of shade present shall be at least enough to accommodate the number of employees on recovery or rest periods, so that they can sit in a normal posture fully in the shade without having to be in physical contact with each other." *Id.* "Employees shall be allowed and encouraged to take a preventative cool-down rest in the shade when they feel the need to do so to protect themselves from overheating. Such access to shade shall be permitted at all times." *Id.*

During the relevant time period, INSIGHT violated California Labor Code section 226.7 and California Code of Regulations, Title 8, section 3395 (d), because INSIGHT failed to provide Mr. Stoves and other aggrieved employees with recovery periods. For example, Mr. Stoves and other aggrieved employees worked in high temperatures, were not provided an adequate shaded area for recovery near their work areas, and were not permitted to take recovery periods in a shaded area while working at various job sites due to a heavy workload and INSIGHT's expectations.

INSIGHT also has engaged in a company-wide practice and/or policy of not paying all recovery period premiums owed when compliant recovery periods are not provided. Because of this practice and/or policy, Mr. Stoves and other aggrieved employees have not received premium pay for missed recovery periods. Alternatively, to the extent that INSIGHT did pay Mr. Stoves and/or other aggrieved employees for missed recovery periods, INSIGHT did not pay Mr. Stoves and/or other aggrieved employees at the correct rate of pay, because INSIGHT systematically failed to include all compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of renumeration, in the regular rate of pay.

Accordingly, INSIGHT failed to authorize and permit all recovery periods in violation of California Labor Code sections 226.7, 516, and 1198, and California Code of Regulations, Title 8, section 3395. Mr. Stoves and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep, and provide true, accurate, and complete employment records. INSIGHT has not provided Mr. Stoves and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or $50 for the initial pay period in which a violation occurs and $100 per employee for each violation in a subsequent pay period, not to exceed $4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of $250 per employee per violation in an initial citation and $1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, INSIGHT has knowingly and intentionally provided Mr. Stoves and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, INSIGHT issued uniform wage statements to Mr. Stoves and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages and/or meal, rest, and recovery period premiums, and the corresponding number of hours worked at each hourly rate. Specifically, INSIGHT violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because INSIGHT did not record the time Mr. Stoves and other aggrieved employees spent working off-the-clock, improperly rounded Mr. Stoves' and other aggrieved employees' total hours worked, and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), INSIGHT did not list the correct amount of gross wages and net wages earned by Mr. Stoves and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, INSIGHT failed to accurately list the total number of hours worked by Mr. Stoves and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

Additionally, because INSIGHT did not calculate Mr. Stoves' and/or other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages, and/or meal and rest period premiums, INSIGHT did not list the correct amount of gross wages in compliance with section 226(a)(1). For the same reason, INSIGHT failed to list the correct amount of net wages in violation of section 226(a)(5). INSIGHT also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct rates of pay for overtime wages, and/or meal, rest, and recovery period premiums, in violation of section 226(a)(9).

The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which aggrieved employees were paid; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the name and address of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

California Labor Code section 1174(d) provides that "[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors" and "[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments . . . ." Labor Code section 1174.5 provides that employers are subject to a $500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), INSIGHT willfully failed to maintain accurate payroll records for Mr. Stoves and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked and improperly rounding Mr. Stoves' and other aggrieved employees' total hours worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that "[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, INSIGHT engaged in company-wide practices and/or policies of failing to record actual hours worked (including falsifying time records by recording that compliant meal periods were taken regardless of if or when meal periods were actually taken), and thereby failed to keep accurate records of work period and meal period start and end times for Mr. Stoves and other aggrieved employees, in violation of section 1198. Furthermore, in light of INSIGHT's failure to provide Mr. Stoves and other aggrieved employees with second 30-minute meal periods to which they were entitled, INSIGHT kept no records of meal start and end times for second meal periods.

Mr. Stoves and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f)-(g).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, INSIGHT willfully failed to pay Mr. Stoves and other aggrieved employees all wages due including, but not limited to, overtime wages; minimum wages; meal, rest, and recovery period premiums; and/or reporting time pay, within the time periods specified by California Labor Code section 204.

Mr. Stoves and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 210 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (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.

On information and belief, INSIGHT has a company-wide practice or policy of paying departing employees their final wages late, instead of adhering to the time requirements set forth in Labor Code sections 201 and 202. For example, Mr. Stoves was terminated from his employment on or around December 11, 2023; however, he received his final paycheck via direct deposit on or around December 14, 2023. Thus, INSIGHT failed to pay Mr. Stoves his final wages immediately, in violation of California Labor Code section 201.

In addition, INSIGHT willfully failed to pay Mr. Stoves and other aggrieved employees who are no longer employed by INSIGHT the earned and unpaid wages set forth above, including but not limited to, overtime wages; minimum wages; meal, rest, and recovery period premiums; and/or reporting time pay, either at the time of discharge, or within seventy-two (72) hours of their leaving INSIGHT's employ.

Mr. Stoves and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 256 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11040 Subdivision 5(A) – Failure to Pay Reporting Time Pay

California Labor Code section 1198 dictates that no employer may employ an employee under conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor Code section 1198 further requires that ". . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful."

California Code of Regulations, Title 8, section 11040(5)(A) provides that "[e]ach workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage." The "primary purpose of the reporting time regulation" is "to guarantee at least partial compensation for employees who report to work expecting to work a specified number of hours, and who are deprived of that amount because of inadequate scheduling or lack of proper notice by the employer." *Aleman v. AirTouch Cellular*, 209 Cal. App. 4th 556 (2012).

During the relevant time period, INSIGHT violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11040(5)(A), because INSIGHT failed to pay Mr. Stoves and other aggrieved employees reporting time pay when they reported to work for their scheduled shift but were put to work for less than half of the usual or scheduled day's work.

On information and belief, INSIGHT had a company-wide practice of sending Mr. Stoves and other aggrieved employees home early from their shifts, including before they had worked at least half of their usual or scheduled shift, but would not pay Mr. Stoves and other aggrieved employees for half of their usual or scheduled shift. For example, several times during his employment, INSIGHT's managers sent Mr. Stoves home before he had an opportunity to work at least half of his scheduled shift, but on information and belief, Mr. Stoves was only paid for the time he had worked. Although Mr. Stoves and other aggrieved employees would report to work based on the schedule that INSIGHT provided to them, INSIGHT would send them home before they had worked at least half of their scheduled shifts without giving them reporting time pay.

Accordingly, Mr. Stoves and other aggrieved employees were not properly compensated with reporting time pay in violation of California Labor Code section 1198 and California Code of Regulations, Title 8, section 11040(5)(A).

Mr. Stoves and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

Violation of California Labor Code § 2810.5(a)(1)(A)-(C) – Failure to Provide Notice of Material Terms of Employment

California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees of the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Effective January 1, 2015, an employer's written notice pursuant to section 2810.5 must also include a statement that the employee may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

INSIGHT failed to provide Mr. Stoves and other aggrieved employees written notice that lists all the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). INSIGHT's failure to provide Mr. Stoves and other aggrieved employees with written notice of basic information regarding their employment with INSIGHT is in violation of Labor Code section 2810.5.

Mr. Stoves and other aggrieved employees are therefore entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code section 2699(a), (f)-(g).

California Labor Code § 558(a)

California Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid . . . . (2) For each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid . . . ." Labor Code section 558(c) provides that "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law." INSIGHT, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Mr. Stoves' and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Mr. Stoves seeks the remedies set forth in Labor Code section 558 for himself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a) and 2699.3(c), 2699.5, and 558, Mr. Stoves, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for himself, all other aggrieved employees, and the State of California against INSIGHT for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2810.5.

Therefore, on behalf of all aggrieved employees, Mr. Stoves seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Pre-Litigation Demand

This notice shall further serve as Mr. Stoves' reasonable attempt to settle his dispute with INSIGHT prior to litigation. Pursuant to *Graham v. DaimlerChrysler Corp.*, 34 Cal. 4th 553 (2004), this notice serves to inform INSIGHT of Mr. Stoves' aforementioned grievances and the proposed remedies as detailed below, while affording INSIGHT a reasonable opportunity to satisfy Mr. Stoves' demands.

Demand is hereby made that INSIGHT shall, within 30 calendar days of this notice, agree, in writing to the following corrective actions:

1. INSIGHT shall pay Mr. Stoves and all other aggrieved employees employed by INSIGHT at any time during the past three years from the date of this notice unpaid wages and compensation for the above-referenced violations.

2. INSIGHT shall comply with all California labor laws and ensure that its non-exempt employees are paid overtime wages and minimum wages for all hours worked, provided lawful meal, rest, and recovery periods, and paid all reporting time pay.

3. INSIGHT shall comply with all California labor laws and ensure that its non-exempt employees are paid overtime wages and minimum wages for all hours worked, and provided lawful meal, rest, and recovery periods.

4. INSIGHT shall conduct a survey or interview all current and former aggrieved employees in California who worked for INSIGHT in the past three years to obtain information from them regarding the above-referenced violations, including, but not limited to: the number of meal periods which were not provided, the number of rest periods which were not authorized and permitted, and the number of recovery periods which were not provided, with the investigation to be completed within 60 days.

5. INSIGHT shall pay each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not provided one or more meal periods, as required by Labor Code sections 226.7, 512(a), 516, and 1198. INSIGHT also shall pay each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not authorized and permitted one or more rest periods, as required by Labor Code sections 226.7, 516, and 1198. Additionally, INSIGHT also shall pay each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not provided one or more recovery periods, as required by Labor Code sections 226.7, 516, and 1198.

6. INSIGHT shall properly calculate aggrieved employees' rates of pay for overtime and/or meal, rest, and recovery period premiums based on all remuneration paid, pursuant to Labor Code sections 226.7 and 510.

7. INSIGHT shall pay accrued legal interest to Mr. Stoves and all aggrieved employees at the rate of 10% per annum for said unpaid wages.

8. INSIGHT shall provide Mr. Stoves and all aggrieved employees employed by INSIGHT at any time during the past three years from the date of this notice corrected wage statements that include the requisite information set forth in Labor Code section 226(a).

9. INSIGHT shall pay waiting time penalties, equal to 30 days of pay, to Mr. Stoves and each former aggrieved employee who was not paid all wages due as described herein.

10. INSIGHT shall implement and maintain one or more work areas with shade at all times while aggrieved employees are present that are either open to the air or provided with ventilation or cooling, and shall provide heat recovery periods to aggrieved employees.

11. INSIGHT shall provide all aggrieved employees who are required to report for work and do report but are not put to work or are furnished less than half their scheduled day's work, with pay for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the aggrieved employee's regular rate of pay.

12. INSIGHT shall provide all aggrieved employees written notice of basic information regarding their employment that includes the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C).

13. INSIGHT shall pay all penalties arising from the violations of the Labor Code and IWC Wage Order sections referenced above and pursuant to PAGA, Labor Code sections 2698, *et*

seq., including, but not limited to, penalties under Labor Code sections 210, 226.3, 256, 558, 1174.5, 1197.1, and 2699, and IWC Wage Order No. 4-2001, section 20.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Sairah Budhwani
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,

Sairah Budhwani

Copy: INSIGHT DIRECT USA, INC. (via U.S. Certified Mail); INSIGHT ENTERPRISES, INC. (via U.S. Certified Mail); PCM, INC. (via U.S. Certified Mail); PCMG, INC. (via U.S. Certified Mail); SADA SYSTEMS, LLC (via U.S. Certified Mail); TIGERDIRECT, LLC (via U.S. Certified Mail)

CAPSTONE LAW, APC
1875 Century Park East
Suite #1000
Los Angeles, CA 90067

CERTIFIED MAIL®

7022 2410 0000 2264 8523

PITNEY BOWES
$10.16⁰
US POSTAGE
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028W0002310300
2000388312
ZIP 90067
JUN 28 2024

INSIGHT DIRECT
USA, INC.
2701 E. Insight Way
Chandler, AZ 85286

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Total Postage and Fees
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INSIGHT DIRECT
USA, INC.

Street and Apt. No., or PO Box No.
2701 E. Insight Way

City, State, ZIP+4®
Chandler, AZ 85286

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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INSIGHT DIRECT
USA, INC.
2701 E. Insight Way
Chandler, AZ 85286

9590 9402 7706 2122 1540 80

2. Article Number (Transfer from service label)
7022 2410 0000 2264 8523

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A. Signature
X
- [ ] Agent
- [ ] Addressee

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Service Type
- [ ] Adult Signature
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- [x] Certified Mail®
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CAPSTONE LAW, APC
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Suite #1000
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7022 2410 0000 2264 8530

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INSIGHT
ENTERPRISES, INC.
2701 E. Insight Way
Chandler, AZ 85286

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Total Postage and Fees
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INSIGHT
ENTERPRISES, INC.
Street and Apt. No., or PO Box No.
2701 E. Insight Way
City, State, ZIP+4®
Chandler, AZ 85286

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INSIGHT
ENTERPRISES, INC.
2701 E. Insight Way
Chandler, AZ 85286

9590 9402 7706 2122 1539 72

2. Article Number (Transfer from service label)
7022 2410 0000 2264 8530

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X
☐ Agent
☐ Addressee

B. Received by (Printed Name)
C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over $500)
☐ Priority Mail Express®
☐ Registered Mail™
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CAPSTONE LAW, APC
1875 Century Park East
Suite #1000
Los Angeles, CA 90067

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$10.16 0
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FIRST-CLASS
028W0002310853
2000386312
ZIP 90067
JUN 28 2024

PCM, INC.
2701 E. Insight Way
Chandler, AZ 85286

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☐ Certified Mail Restricted Delivery $
☐ Adult Signature Required $
☐ Adult Signature Restricted Delivery $
Postage
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Total Postage and Fees
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Sent To
PCM, INC.
Street and Apt. No., or 2701 E. Insight Way
City, State, ZIP+4® Chandler, AZ 85286

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PCM, INC.
2701 E. Insight Way
Chandler, AZ 85286

9590 9402 7700 3120 1599 65

2. Article Number (Transfer from service label)
7022 2410 0000 2264 8547

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee
B. Received by (*Printed Name*) C. Date of Delivery
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over $500)
☐ Priority Mail Express®
☐ Registered Mail™
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☐ Signature Confirmation™
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CAPSTONE LAW, APC
1875 Century Park East
Suite #1000
Los Angeles, CA 90067

CERTIFIED MAIL®

7022 2410 0000 2264 8554

PITNEY BOWES
$10.16 0
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FIRST-CLASS
028W0002310943
2000388312
ZIP 90067
JUN 28 2024

PCMG, INC.
13755 Sunrise Valley Drive
Suite #750
Herndon, VA 20171

7022 2410 0000 2264 8554

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☐ Adult Signature Required $
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Postage
$ 2.11

Total Postage and Fees
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Street and Apt. No., or
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PCMG, INC.
13755 Sunrise Valley Drive
Suite #750
Herndon, VA 20171

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PCMG, INC.
13755 Sunrise Valley Drive
Suite #750
Herndon, VA 20171

9590 9402 7706 2122 1539 58

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COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by (*Printed Name*)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over $500)
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☐ Registered Mail Restricted Delivery
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CAPSTONE LAW, APC
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Los Angeles, CA 90067

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7022 2410 0000 2264 8561

PITNEY BOWES
$10.16⁰
US POSTAGE
FIRST-CLASS
ZIP 90067
JUN 28 2024

SADA SYSTEMS, LLC
5250 Lankershim Blvd.
Suite #720
North Hollywood, CA 91601

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- [ ] Adult Signature Restricted Delivery $

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Total Postage and Fees
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SADA SYSTEMS, LLC

Street and Apt. No.,
5250 Lankershim Blvd.
Suite #720

City, State, ZIP+4®
North Hollywood, CA 91601

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SADA SYSTEMS, LLC
5250 Lankershim Blvd.
Suite #720
North Hollywood, CA 91601

9590 9402 7706 2122 1538 41

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7022 2410 0000 2264 8561

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X
☐ Agent
☐ Addressee

B. Received by (*Printed Name*)
C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- [x] Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

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1875 Century Park East
Suite #1000
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7022 2410 0000 2264 8578

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Certified Mail Fee
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Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) $ 3.05
☐ Return Receipt (electronic) $
☐ Certified Mail Restricted Delivery $
☐ Adult Signature Required $
☐ Adult Signature Restricted Delivery $
Postage
$ 2.11
Total Postage and Fees
$ 10.16
Postmark Here
Sent To TIGERDIRECT, LLC
Street and Apt. No., or PO Box No. 2555 West 190th Street
City, State, ZIP+4® Torrance, CA 90504
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

CERTIFIED MAIL®

7022 2410 0000 2264 8578

TIGERDIRECT, LLC
2555 West 190th Street
Torrance, CA 90504

PITNEY BOWES
$10.16⁰
US POSTAGE
FIRST-CLASS
02 8W 0002310942
2000388312
ZIP 90067
JUN 28 2024

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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece,

TIGERDIRECT, LLC
2555 West 190th Street
Torrance, CA 90504

9590 9402 7706 2122 1538 34
2. Article Number (Transfer from service label)
7022 2410 0000 2264 8578

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee
B. Received by (*Printed Name*)
C. Date of Delivery
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over $500)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
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☐ Signature Confirmation Restricted Delivery

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