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K. Bieker
Executive Officer and Clerk
Chris Ng
Chris Ng

KINGSLEY SZAMET EMPLOYMENT LAWYERS
ERIC B. KINGSLEY, Esq. (SBN 185123)
eric@kingsleylawyers.com
KELSEY M. SZAMET, Esq. (SBN 260264)
kelsey@kingsleylawyers.com
16133 Ventura Blvd., Suite 1200
Encino, CA 91436
Tel: (818) 990-8300, Fax (818) 990-2903

Attorneys for Plaintiff, the Proposed Class, and all aggrieved employees

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

JEFFREY LINDQUIST, an individual, on
behalf of the State of California, as a private
attorney general,

PLAINTIFF,

v.

TUMI STORES, INC.; and DOES 1 thru 50,
inclusive,

DEFENDANTS.

CASE NO. 2024CUOE029752

[Case Assigned for All Purposes to Dept. 21]

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT:**

1. Failure to Pay Wages and/or Overtime Under Labor Code §§ 510, 1194, and 1199
2. Failure to Provide Meal Breaks Pursuant to Labor Code §§ 226.7 and 512
3. Failure to Provide Rest Breaks Pursuant to Labor Code § 226.7
4. Violation of Labor Code § 226(a)
5. Penalties Pursuant to Labor Code § 203
6. Penalties Pursuant to Labor Code § 2699, et seq. for violations of Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, and IWC Wage Order-4

1 Plaintiff Jeffrey Lindquist (“Plaintiff”), on behalf of himself, all others similarly situated,
2 and the people of the State of California and as an “aggrieved employee” under the Labor Code
3 Private Attorneys General Act of 2004, §2699, et seq. (“PAGA”) complains against Tumi Stores,
4 Inc. (“Defendant”), a corporation, and DOES 1 to 50 (collectively “Defendants”), as follows:

5 **I.**

6 **GENERAL ALLEGATIONS**

7 1. This is a Class and Representative Action, pursuant to Code of Civil Procedure §
8 382 and Labor Code §2699 et seq., on behalf of Plaintiff, all others similarly situated, and all
9 aggrieved employees:

10 All persons who worked as an hourly, non-exempt employee in
11 California for TUMI STORES, INC. between June 20, 2023 to
12 September 16, 2025. (“Proposed Class”)

13 2. From June 20, 2023 to September 16, 2025, Defendant has had a consistent policy
14 of failing to pay wages and/or overtime to all Proposed Class Members when they work more
15 than eight hours in a day or forty hours in a week. Plaintiff and other Proposed Class Members
16 were not properly compensated for overtime at the appropriate rate of pay.

17 3. Defendant engaged in a pattern and practice of “time shaving”. Defendant would
18 frequently edit Plaintiff’s and the Proposed Class Members’ timecards to reduce the amount of
19 regular time and overtime they had actually worked. Plaintiff and the Proposed Class Members
20 were subjected to Defendant’s practice of “time shaving” so that Defendant could pay Plaintiff
21 and the Proposed Class less than their proper compensation.

22 4. From June 20, 2023 to September 16, 2025, Defendant has had a consistent policy
23 of failing to inform Proposed Class members of their right to take meal periods by way of a
24 lawful policy and requiring Proposed Class members within the State of California, including
25 Plaintiff, to work at least five (5) hours without a meal period and failing to pay such employees
26 one (1) hour of pay at the employees’ regular rate of compensation for each workday that the
27 meal period is not provided or provided after five (5) hours, as required by California state wage
28 and hour laws. Defendant failed to maintain a policy informing Plaintiff and the Proposed Class
of these rights associated with meal periods.

1 5. Defendant has had a consistent policy of: (1) failing to provide Plaintiff and the
2 Proposed Class Members compliant meal periods within the first five hours of each shift; (2)
3 requiring Plaintiff and the Proposed Class to take late meal breaks that occurred after the first
4 five hours of each shift; and, (3) failed to pay such employees one (1) hour of pay at the
5 employees regular rate of compensation for each workday that the first meal period was not
6 provided within the first (5) hours of the shift. If Plaintiff and the Proposed Class were able to
7 fine some time to eat, they were frequently interrupted, missed, or late. Defendant also edited
8 Plaintiff and the Proposed Class Members' meal break punches so that it appears that they were
9 taken lawfully. Additionally, when meal period premiums are provided, Defendant has had a
10 consistent policy of paying meal period premiums at the base rate and not the blended rate in
11 violation of Labor Code §§ 226.7 and 512.

12 6. IWC Wage Order 4, ¶ 7 imposes on employers an obligation to record and
13 maintain accurate records of "meal periods." Labor Code § 1199 prohibits an employer from
14 causing any employee to work under conditions of labor prohibited by an order of the IWC or
15 from violating, refusing, or neglecting to comply with any order of the commission's orders
16 regarding wages, hours, and working conditions. Defendant does not maintain accurate records
17 of meal periods for Plaintiff and the Proposed Class. As such, Defendant has violated Labor
18 Code §§ 226.7 and 512 and the Wage Order by failing to keep accurate records.

19 7. From June 20, 2023 to September 16, 2025, Defendant has had a consistent
20 policy of failing to inform Proposed Class members of their right to take rest periods by way of a
21 lawful policy and of failing to provide Proposed Class members within the State of California,
22 including Plaintiff, rest periods of at least ten (10) minutes per four (4) hours worked or major
23 fraction thereof and failing to pay such employees one (1) hour of pay at the employee's regular
24 rate of compensation for each workday that the rest period was not provided, as required by
25 California state wage and hour laws.

26 8. Defendant failed to provide Plaintiff and the Proposed Class with rest breaks of
27 not less than ten (10) minutes per four (4) hour work period, or major fraction thereof. As such,
28 Defendant failed to provide Plaintiff and the Proposed Class with compliant rest periods.

1 Additionally, Plaintiff and the Proposed Class were not compensated with one (1) hour of wages
2 for each missed rest period as required by Labor Code § 226.7.

3 9. From June 20, 2023 to September 16, 2025, Defendant has violated Labor Code §
4 226(a). Defendant engaged in a practice of failing to provide accurate itemized wage statements
5 in violation of Labor Code § 226(a) to Plaintiff and the Proposed Class. Labor Code §§ 226(a)(2)
6 and (9) requires that every employer shall, semimonthly or at the time of each payment of wages,
7 furnish each employee an accurate itemized statement in writing showing a number of specific
8 items, including total hours worked and all applicable hourly rates in effect during the pay period
9 and the corresponding number of hours worked at each hourly rate by the employee. Here, as a
10 result of the allegations above, Defendant has failed to furnish Plaintiff and the Proposed Class
11 accurate itemized wage statements that show total hours worked by the employee and all
12 applicable hourly rates in effect during the pay period and the corresponding number of hours
13 worked at each hourly rate by the employee pursuant to Labor Code §§ 226(a)(2) and (9)

14 10. For at least three (3) years prior to the filing of this action continuing to the
15 present, Defendant has failed to pay all wages due at the time of termination or resignation to
16 Plaintiff and the Proposed Class.

17 11. Plaintiff, on behalf of himself and all Proposed Class members bring this action
18 pursuant to Labor Code §§201, 202, 203, 226(a), 226.7, 510, 512, 551, 1194, 1194.2, 1199, and
19 IWC Wage Order 4; and California Code of Regulations, Title 8, Section 11040, seeking unpaid
20 wages/overtime, meal and rest period penalties, accurate itemized wage statements, other
21 penalties, injunctive and other equitable relief, and reasonable attorneys' fees and costs.

22 12. For at least one (1) year prior to the date of the letter sent to the Labor & Workforce
23 Development Agency and Defendant giving notice of this claim pursuant to PAGA and continuing
24 to September 16, 2025, Defendant has failed to properly comply with Labor Code §§ 201, 202,
25 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, and IWC Wage Order 4.

26 **II.**

27 **JURISDICTION & VENUE**

28 13. This Court has subject matter jurisdiction over any and all causes of action asserted

herein pursuant to Article VI, §10 of the California Constitution and California Code of Civil Procedure §410.10 by virtue of the fact that this is a civil action in which the matter in controversy, exclusive of interest, exceeds \$35,000, and because each cause of action asserted arises under the laws of the State of California or is subject to adjudication in the courts of the State of California.

14. This Court has personal jurisdiction over Defendant because Defendant has caused injuries in Ventura County and the State of California through their acts, and by their violation of the California Labor Code and California state common law.

15. At all times set forth herein, Defendant is and was, based upon information and belief, a New Jersey corporation doing business in Ventura County and in the State of California with its address at 499 Thornall Street, 10th floor, Edison, NJ 08837. At all relevant times, Defendant employed Plaintiff in the State of California.

16. Venue as to each Defendant is proper in this judicial district, pursuant to Code of Civil Procedure §395. Defendant operates within California and does business within the county of Ventura, California. The unlawful acts alleged herein have a direct effect on Plaintiff, the Proposed Class, and all “aggrieved employees” within the State of California and Ventura County.

III.

PARTIES

A. Plaintiff

17. Plaintiff Jeffrey Lindquist is a resident of State of California. Plaintiff was employed by Defendant as a non-exempt employee in California.

18. Upon information and belief, Plaintiff, the Proposed Class, and all aggrieved employees are covered by California Industrial Welfare Commission Occupational Wage Order No. 4 -2001 (Title 8 Cal. Code of Regs. § 11040.)

19. Plaintiff and all Proposed Class members, were regularly required to:

- a. Work without being paid all wages and or overtime;
- b. Work without being provided meal periods;
- c. Work without being provided rest periods;
- d. Work without being provided accurate itemized wage statements;

20. Defendant willfully failed to compensate Plaintiff and all Proposed Class Members for wages at the termination of their employment with Defendant.

21. Plaintiff and all current and former employees are aggrieved employees within the meaning of Labor Code §2699, et seq. (*See* Labor Code §2699(c).)

B. Defendants

22. Defendant TUMI STORES, INC. is a New Jersey Corporation operating in California including in the County of Ventura. Defendant's California address is 499 Thornall Street, 10th floor, Edison, NJ 08837. Defendant employed Plaintiff, the Proposed Class, and the other aggrieved employees within California. Some of the violations alleged herein arose in the County of Ventura, California.

23. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure §474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants designated herein as a DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated hereinafter as DOES when such identities become known.

24. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each of the Defendants are legally attributable to the other Defendants.

25. The Defendants named herein as DOE 1 through DOE 10 are and were persons acting on behalf of, or acting jointly with, Defendants, who violated, or caused to be violated, one or more provisions of the California Labor Code and public policy as alleged herein.

26. Furthermore, Defendants acted in all respects as the employers or joint employers of aggrieved employees. Defendants, and each of them, exercised control over the wages, hours or working conditions of the Proposed Class and aggrieved employees, or suffered or permitted the aggrieved employees to work, or engaged, thereby creating a common law employment

1 relationship, with the Proposed Class and aggrieved employees. Therefore, Defendants, and each
2 of them, employed or jointly employed the Proposed Class and aggrieved employees.

3 **IV.**

4 **FACTUAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

5 27. Plaintiff, the Proposed Class, and the aggrieved employees are, and at all times
6 pertinent hereto, have been classified as non-exempt employees.

7 28. Upon information and belief, Plaintiff, the Proposed Class, and the aggrieved
8 employees are covered by California Industrial Welfare Commission Occupational Wage Order
9 No. 4-2001 (Title 8 Cal. Code of Regs. § 11040).

10 29. On a regular and consistent basis, Defendant has had a consistent policy of failing
11 to pay wages and/or overtime to all Proposed Class Members when they work more than eight
12 hours in a day or forty hours in a week. Plaintiff and other Proposed Class Members were not
13 properly compensated for overtime at the appropriate rate of pay.

14 30. Defendant engaged in a pattern and practice of “time shaving”. Defendant would
15 frequently edit Plaintiff’s and the Proposed Class Members’ timecards to reduce the amount of
16 regular time and overtime they had actually worked. Plaintiff and the Proposed Class Members
17 were subjected to Defendant’s practice of “time shaving” so that Defendant could pay Plaintiff
18 and the Proposed Class less than their proper compensation.

19 31. On a regular and consistent basis, Defendant has had a consistent policy of failing
20 to inform Proposed Class members of their right to take meal periods by way of a lawful policy
21 and requiring Proposed Class members within the State of California, including Plaintiff, to work
22 at least five (5) hours without a meal period and failing to pay such employees one (1) hour of
23 pay at the employees’ regular rate of compensation for each workday that the meal period is not
24 provided or provided after five (5) hours, as required by California state wage and hour laws.
25 Defendant failed to maintain a policy informing Plaintiff and the Proposed Class of these rights
26 associated with meal periods.

27 32. Defendant has had a consistent policy of: (1) failing to provide Plaintiff and the
28 Proposed Class Members compliant meal periods within the first five hours of each shift; (2)

1 requiring Plaintiff and the Proposed Class to take late meal breaks that occurred after the first
2 five hours of each shift; and, (3) failed to pay such employees one (1) hour of pay at the
3 employees regular rate of compensation for each workday that the first meal period was not
4 provided within the first (5) hours of the shift. If Plaintiff and the Proposed Class were able to
5 fine some time to eat, they were frequently interrupted, missed, or late. Defendant also edited
6 Plaintiff and the Proposed Class Members' meal break punches so that it appears that they were
7 taken lawfully. Additionally, when meal period premiums are provided, Defendant has had a
8 consistent policy of paying meal period premiums at the base rate and not the blended rate in
9 violation of Labor Code §§ 226.7 and 512.

10 33. IWC Wage Order 4, ¶ 7 imposes on employers an obligation to record and
11 maintain accurate records of "meal periods." Labor Code § 1199 prohibits an employer from
12 causing any employee to work under conditions of labor prohibited by an order of the IWC or
13 from violating, refusing, or neglecting to comply with any order of the commission's orders
14 regarding wages, hours, and working conditions. Defendant does not maintain accurate records
15 of meal periods for Plaintiff and the Proposed Class. As such, Defendant has violated Labor
16 Code §§ 226.7 and 512 and the Wage Order by failing to keep accurate records.

17 34. On a regular and consistent basis, Defendant has had a consistent policy of
18 failing to inform Proposed Class members of their right to take rest periods by way of a lawful
19 policy and of failing to provide Proposed Class members within the State of California, including
20 Plaintiff, rest periods of at least ten (10) minutes per four (4) hours worked or major fraction
21 thereof and failing to pay such employees one (1) hour of pay at the employee's regular rate of
22 compensation for each workday that the rest period was not provided, as required by California
23 state wage and hour laws.

24 35. Defendant failed to provide Plaintiff and the Proposed Class with rest breaks of
25 not less than ten (10) minutes per four (4) hour work period, or major fraction thereof. As such,
26 Defendant failed to provide Plaintiff and the Proposed Class with compliant rest periods.
27 Additionally, Plaintiff and the Proposed Class were not compensated with one (1) hour of wages
28 for each missed rest period as required by Labor Code § 226.7.

1 36. On a regular and consistent basis, Defendant has violated Labor Code § 226(a).
2 Defendant engaged in a practice of failing to provide accurate itemized wage statements in
3 violation of Labor Code § 226(a) to Plaintiff and the Proposed Class. Labor Code §§ 226(a)(2)
4 and (9) requires that every employer shall, semimonthly or at the time of each payment of wages,
5 furnish each employee an accurate itemized statement in writing showing a number of specific
6 items, including total hours worked and all applicable hourly rates in effect during the pay period
7 and the corresponding number of hours worked at each hourly rate by the employee. Here, as a
8 result of the allegations above, Defendant has failed to furnish Plaintiff and the Proposed Class
9 accurate itemized wage statements that show total hours worked by the employee and all
10 applicable hourly rates in effect during the pay period and the corresponding number of hours
11 worked at each hourly rate by the employee pursuant to Labor Code §§ 226(a)(2) and (9)

12 37. On a regular and consistent basis, Defendant has failed to pay all wages due at
13 the time of termination or resignation to Plaintiff and the Proposed Class.

14 38. On a regular and consistent basis, for the Proposed Class and all aggrieved
15 employees employed by Defendant, Defendant has failed to comply with Labor Code §§ 201, 202,
16 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, and IWC Wage Order 4.

17 **V.**

18 **CLASS ACTION ALLEGATIONS**

19 39. Plaintiff brings this action on behalf of himself and all others similarly situated as
20 a Class Action pursuant to § 382 of the Code of Civil Procedure. Plaintiff seeks to represent a
21 proposed class composed of and defined as follows:

22 All persons who worked as an hourly, non-exempt employee in
23 California for TUMI STORES, INC. between June 20, 2023 to
24 September 16, 2025. (“Proposed Class”)

25 40. Plaintiff reserves the right under Rule 3.765(b) of the California Rules of Court to
26 amend or modify the class description with greater specificity, by division into subclasses, or by
27 limitation to particular issues.

28 41. This action has been brought and may properly be maintained as a class action
under the provisions of § 382 of the Code of Civil Procedure because there is a well-defined

community of interest in the litigation and the Proposed Classes are easily ascertainable.

A. NUMEROSITY

42. The potential members of the Proposed Class as defined are so numerous that joinder of all the members of the Proposed Class is impracticable. While the precise number of proposed Class Members has not been determined at this time, Plaintiff is informed and believes that Defendant currently employ, and during the relevant time periods employed over 50 members of the Proposed Class.

43. Plaintiff alleges that Defendant's employment records would provide information as to the number and location of all Proposed Class members. Joinder of all members of the Proposed Class is not practicable.

B. COMMONALITY

44. There are questions of law and fact common to the Proposed Class that predominate over any questions affecting only individual Proposed Class Members. These common questions of law and fact include, without limitation:

a. Whether Defendant failed to pay wages and/or overtime compensation as required by the Labor Code and Wage Orders under Labor Code §§ 510, 1194, and 1199;

b. Whether Defendant violated Labor Code § 226.7 and IWC Wage Order 4-2001 or other applicable IWC Wage Orders, by failing to inform Plaintiff and the Proposed Class of their right to take meal periods and by failing to provide required meal periods throughout the term of employment and failing to compensate said employees one (1) hours wages in lieu of meal periods;

c. Whether Defendant violated Labor Code § 226.7 and IWC Wage Order 4-2001 or other applicable IWC Wage Orders, by failing to inform Plaintiff and the Proposed Class of their right to take rest periods and failing to provide required rest periods throughout the term of employment and failing to compensate said employees one (1) hours wages in lieu of rest periods;

d. Whether Defendant violated Labor Code § 226(a) and Wage Order 4-2001 or other applicable IWC Wage Orders, and Cal. Code Regs., Title 8, Section 11040 by failing to

1 keep accurate records of the hours worked and meal periods and whether Defendant failed to
2 provide an accurate itemized wage statements that reflect all deductions from payment of wages,
3 and accurately report the total hours worked and the applicable rates, for Plaintiff and the members
4 of the Proposed Class;

5 e. Whether Defendant violated §§ 201-203 of the Labor Code by failing to pay
6 compensation due and owing at the time that any Proposed Class Member's employment with
7 Defendant terminated;

8 **C. TYPICALITY**

9 45. The claims of Plaintiff are typical of the claims of the Proposed Class. Plaintiff and
10 all members of the Proposed Class sustained injuries and damages arising out of and caused by
11 Defendant's common course of conduct in violation of laws, regulations that have the force and
12 effect of law, and statutes as alleged herein.

13 **D. ADEQUACY OF REPRESENTATION**

14 46. Plaintiff will fairly and adequately represent and protect the interests of the
15 members of the proposed Class. Counsel who represent Plaintiff and the Proposed Class are
16 competent and experienced in litigating large employment class actions.

17 **E. SUPERIORITY OF CLASS ACTION**

18 47. A class action is superior to other available means for the fair and efficient
19 adjudication of this controversy. Individual joinder of all Proposed Class Members is not
20 practicable, and questions of law and fact common to the Proposed Class predominate over any
21 questions affecting only individual members of the Proposed Class. Each member of the Proposed
22 Class has been damaged and is entitled to recovery by reason of Defendant's illegal policy and/or
23 practice of failing to pay all wages due, failing to provide meal and rest periods, failing to provide
24 accurate itemized wage statements, and failing to pay all wages upon resignation or termination.

25 48. Class action treatment will allow those similarly situated persons to litigate their
26 claims in the manner that is most efficient and economical for the parties and the judicial system.
27 Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this
28 action that would preclude its maintenance as a class action.

1 **VI.**

2 **FIRST CAUSE OF ACTION**

3 **PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS**

4 **FAILURE TO PAY WAGES AND/OR OVERTIME UNDER**

5 **LABOR CODE §§ 510, 1194, AND 1199**

6 49. Plaintiff, on behalf of himself and the Proposed Class, realleges and incorporates
7 by reference all previous paragraphs.

8 50. Defendant has violated Labor Code §§ 510, 1194, 1194.2 and 1199. These statutes
9 require an employer to compensate its employees at the minimum wage rate for all hours worked
10 and at a rate of no less than one and one-half times the regular rate of pay for any work in excess
11 of eight hours in one workday and any work in excess of 40 hours in any one workweek. Any work
12 in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular
13 rate of pay.

14 51. Here, Defendant engaged in a pattern and practice of “time shaving”. Defendant
15 would frequently edit Plaintiff’s and the Proposed Class Members’ timecards to reduce the amount
16 of regular time and overtime they had actually worked. Plaintiff and the Proposed Class Members
17 were subjected to Defendant’s practice of “time shaving” so that Defendant could pay Plaintiff
18 and the Proposed Class Members less than their proper compensation. By their policy of requiring
19 Plaintiff and members of the Proposed Class to work in excess of eight (8) hours in a workday
20 and/or forty (40) hours in a workweek without compensating them at the rate of one-half (1 ½)
21 their regular rate of pay, Defendant willfully violated the provisions of Labor Code §§ 510, 1194
22 and 1199.

23 52. As a result of the unlawful acts of Defendant, Plaintiff and the Proposed Class
24 Members have been deprived of wages and/or overtime in amounts to be determined at trial, and
25 are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys’ fees, and
26 costs.

27 **VII.**

28 **SECOND CAUSE OF ACTION**

1 **PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS**

2 **FAILURE TO PROVIDE MEAL PERIODS PURSUANT TO**

3 **LABOR CODE § 226.7 AND LABOR CODE § 512 AND IWC WAGE ORDER 4**

4 53. Plaintiff, on behalf of himself and the Proposed Class, realleges and incorporates
5 by reference all previous paragraphs.

6 54. Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of
7 compensation for each meal period the employer fails to provide. Employees are entitled to a first
8 meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided within the
9 first five (5) hours of the shift, and a second meal period of at least thirty (30) minutes for shifts
10 over ten (10) hours. If an employee is entitled to a second meal period, it must be provided after
11 no more than ten (10) hours of work. Likewise, the Wage Orders (4-2001) state that: An employer
12 may not employ an employee for a work period of more than ten (10) hours per day without
13 providing the employee with a second meal period of not less than thirty (30) minutes, except that
14 if the total hours worked is no more than twelve (12) hours, the second meal period may be waived
15 by mutual consent of the employer and the employee only if the first meal period was not waived.
16 Pursuant to Labor Code § 226.7(c), if an employer fails to provide an employee with a lawful meal
17 period, the employer must pay the employee one (1) hour of pay at the employee's regular rate of
18 compensation for each workday that a thirty (30) minute uninterrupted meal period was not
19 provided, was not provided in full, or was not provided in a timely manner.

20 55. Defendant failed to maintain a policy informing Plaintiff and the Proposed Class
21 of these rights.

22 56. Defendant has had a consistent policy of: (1) failing to provide Plaintiff and the
23 Proposed Class Members compliant meal periods within the first five hours of each shift; (2)
24 requiring Plaintiff and the Proposed Class Members to take late meal breaks that occurred after
25 the first five hours of each shift; and, (3) failed to pay such Proposed Class Members one (1) hour
26 of pay at the employees regular rate of compensation for each workday that the first meal period
27 was not provided within the first (5) hours of the shift. If Plaintiff and the Proposed Class Members
28 were able to find some time to eat, they were frequently interrupted, missed, or late. Defendant

also edited Plaintiff and the Proposed Class Members' meal break punches so that it appears that they were taken lawfully.

57. On July 15, 2021, in *Ferra v. Loews Hollywood Hotel, LLC*, (2021) 11 Cal. 5th 858, 863, the California Supreme Court set forth the formula for calculating the one extra hour of premium pay that employees are owed if an employer fails to provide a compliant meal period or rest break. Specifically, the Court held that those premium payments must include the hourly value of any nondiscretionary earnings (such as a nondiscretionary bonuses), and cannot simply be paid at an employee's base hourly rate. Here, when meal period premiums are provided, Defendant has had a consistent policy of paying meal period premiums at the base rate and not the blended rate in violation of Labor Code §§ 226.7 and 512.

58. Further, IWC Wage Order 4, ¶ 7 imposes on employers an obligation to record and maintain accurate records of "meal periods." Labor Code § 1199 prohibits an employer from causing any employee to work under conditions of labor prohibited by an order of the IWC or from violating, refusing, or neglecting to comply with any order of the commission's orders regarding wages, hours, and working conditions. Defendant does not maintain accurate records of meal periods for Plaintiff and the Proposed Class Members. As such, Defendant has violated Labor Code §§ 226.7 and 512 and the Wage Order by failing to keep accurate records.

59. Pursuant to Labor Code § 226.7, Plaintiff and the Proposed Class are entitled to damages in an amount equal to one (1) hour of wages per missed meal break, per day in a sum to be proven at trial.

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VIII.

THIRD CAUSE OF ACTION

PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS

FAILURE TO ALLOW REST PERIODS PURSUANT TO

LABOR CODE § 226.7

60. Plaintiff, on behalf of himself and the Proposed Class, realleges and incorporates by reference all previous paragraphs.

61. Labor Code § 226.7 requires an employer to pay an additional hour (1) of compensation for each rest period the employer fails to provide. Employees are entitled to a paid ten (10) minute rest break for every four (4) hours worked (or major fraction thereof). Defendant failed to maintain a policy informing Plaintiff and the Proposed Class of this right.

62. Defendant failed to provide Plaintiff and the Proposed Class with rest breaks of not less than ten (10) minutes per four (4) hour work period, or major fraction thereof. As such, Defendant failed to provide Plaintiff and the Proposed Class with compliant rest periods.

63. Further, Plaintiff and the Proposed Class were not compensated with one (1) hour of wages at the regular rate of compensation for each compliant rest period that was not provided as required by Labor Code § 226.7. As discussed above, *Ferra* requires the rest period premium payments must include the hourly value of any nondiscretionary earnings (such as a nondiscretionary bonuses), and cannot simply be paid at an employee's base hourly rate. As with meal periods, when rest premiums are provided, Defendant has had a consistent policy of paying rest period premiums at the base rate and not the blended rate in violation of Labor Code §§ 226.7.

64. Pursuant to Labor Code § 226.7, Plaintiff and the Proposed Class are entitled to damages in an amount equal to one (1) hour of wages per missed rest period, in a sum to be proven at trial.

IX.

FOURTH CAUSE OF ACTION

PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS

VIOLATION OF LABOR CODE § 226(A)

65. Plaintiff, on behalf of himself and the Proposed Class, realleges and incorporates by reference all previous paragraphs.

66. California Labor Code § 226(a) requires employers to issue wage statements that accurately report total hours worked, accurately report appropriate rates of pay and the corresponding number of hours worked at each hourly rate. (Labor Code §§ 226(a)(2), and (9).)

1 67. As a result of Defendant's failure to pay wages as described above, Defendant has
2 failed to include the appropriate rates of pay and the accurate hours worked on itemized wage
3 statements for Plaintiff and the Proposed Class, and Defendant issues Plaintiff and the Proposed
4 Class wage statements that do not include the address of the legal entity that is the employer.

5 68. IWC Wage Orders 4-2001(7), 4-2000(7), 4-1998(7) require defendants to maintain
6 time records showing, among others, when the employee begins and ends each work period, meal
7 periods, split shift intervals and total daily hours worked in an itemized wage statements, and must
8 show all deductions from payment of wages, the number of piece-rate units earned and any
9 applicable piece rate if the employee is paid on a piece-rate, and accurately report total hours
10 worked by Plaintiff and the members of the proposed Class. Defendant failed to keep accurate
11 records of the total daily hours worked.

12 69. Labor Code § 226(a)(2) requires that every employer shall semimonthly or at the
13 time of each payment of wages, furnish each of his or her employees, an accurate itemized
14 statement in writing showing the total hours worked by the employee. Plaintiff and the Proposed
15 Class are issued wage statements that do not include the total hours worked by the employee.

16 70. Labor Code § 226(a)(9) requires that every employer shall semimonthly or at the
17 time of each payment of wages, furnish each of his or her employees, an accurate itemized
18 statement in writing showing all applicable hourly rates in effect during the pay period and the
19 corresponding number of hours worked at each hourly rate by the employee. Plaintiff and the
20 Proposed Class are issued wage statements that do not include all applicable hourly rates in effect
21 during the pay period and the corresponding number of hours worked at each hourly rate by the
22 employee.

23 71. Defendants' failure to provide accurate itemized wages statements according to
24 Labor Code § 226(a) was all done on a regular and consistent basis.

25 72. An employee suffering injury as a result of a knowing and intentional failure by an
26 employer to comply with Labor Code § 226(a) is entitled to recover the greater of all actual
27 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred
28 dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an

1 aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and
2 reasonable attorneys' fees.

3 **X.**

4 **FIFTH CAUSE OF ACTION**

5 **PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS**

6 **WAITING TIME PENALTIES UNDER LABOR CODE § 203**

7 73. Plaintiff, on behalf of himself and the Proposed Class, realleges and incorporates
8 by reference all previous paragraphs.

9 74. Numerous members of the Proposed Class including the Plaintiff are no longer
10 employed by Defendant. They were either fired or quit Defendant's employ.

11 75. Defendant's failure to pay wages, as alleged above was willful in that Defendant
12 knew wages to be due but failed to pay them, thus entitling Plaintiff and the Proposed Class to
13 penalties under Labor Code § 203, which provides that an employee's wages shall continue as a
14 penalty until paid for a period of up to thirty (30) days from the time they were due.

15 76. Defendant has failed to pay Plaintiff and others a sum certain at the time of
16 termination or within seventy-two (72) hours of their resignation, and have failed to pay those
17 sums for thirty (30) days thereafter. Pursuant to the provisions of Labor Code § 203, Plaintiff and
18 the Proposed Class are entitled to a penalty in the amount of Plaintiff's and the Proposed Class
19 Members' daily wage multiplied by thirty (30) days.

20 **XI.**

21 **CAUSES OF ACTION**

22 **SIXTH CAUSE OF ACTION**

23 **PLAINTIFF JEFFREY LINDQUIST AND ALL AGGRIEVED EMPLOYEES AGAINST**
24 **ALL DEFENDANTS FOR PENALTIES PURSUANT TO LABOR CODE §2699, ET SEQ.**
25 **FOR VIOLATIONS OF LABOR CODE §§201, 202, 203, 226(A), 226.7, 510, 512, 1194,**
26 **1194.2, 1199 AND IWC WAGE ORDER-4**

27 77. Plaintiff realleges and incorporates by reference all previous paragraphs.

28 78. For at least one (1) year prior to the date of the letter sent to the Labor & Workforce

1 Development Agency and Defendant giving notice of these PAGA claims and continuing to the
2 present, Defendant has violated Labor Code §§ 510, 1194, 1194.2 and 1199. These statutes require
3 an employer to compensate its employees at the minimum wage rate for all hours worked and at a
4 rate of no less than one and one-half times the regular rate of pay for any work in excess of eight
5 hours in one workday and any work in excess of 40 hours in any one workweek. Any work in
6 excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate
7 of pay.

8 79. Here, Defendant engaged in a pattern and practice of “time shaving”. Defendant
9 would frequently edit Plaintiff’s and the aggrieved employees’ timecards to reduce the amount of
10 regular time and overtime they had actually worked. Plaintiff and the aggrieved employees were
11 subjected to Defendant’s practice of “time shaving” so that Defendant could pay Plaintiff and the
12 aggrieved employees less than their proper compensation. Thus, Plaintiff is an aggrieved
13 employee within the meaning PAGA and Defendant has violated Labor Code §§510, 1194, 1194.2,
14 and 1199 with respect to Plaintiff and all aggrieved employees.

15 80. For at least one (1) year prior to the date of the letter sent to the Labor & Workforce
16 Development Agency and Defendant giving notice of these PAGA claims and continuing to the
17 present, Defendant has violated Labor Code §§ 226.7 and 512. These statutes require an employer
18 to pay an additional hour of compensation for each meal period the employer fails to provide.
19 Employees are entitled to a first meal period of at least thirty (30) minutes for shifts over five (5)
20 hours, to be provided within the first five (5) hours of the shift, and a second meal period of at least
21 thirty (30) minutes for shifts over ten (10) hours. If an employee is entitled to a second meal
22 period, it must be provided after no more than ten (10) hours of work. Likewise, the Wage Orders
23 (4-2001) state that: An employer may not employ an employee for a work period of more than ten
24 (10) hours per day without providing the employee with a second meal period of not less than
25 thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the
26 second meal period may be waived by mutual consent of the employer and the employee only if
27 the first meal period was not waived. Pursuant to Labor Code § 226.7(c), if an employer fails to
28 provide an employee with a lawful meal period, the employer must pay the employee one (1) hour

1 of pay at the employee's regular rate of compensation for each workday that a thirty (30) minute
2 uninterrupted meal period was not provided, was not provided in full, or was not provided in a
3 timely manner.

4 81. Defendant failed to maintain a policy informing Plaintiff and the aggrieved
5 employees of these rights associated with meal periods.

6 82. Defendant has had a consistent policy of: (1) failing to provide Plaintiff and the
7 aggrieved employees compliant meal periods within the first five hours of each shift; (2) requiring
8 Plaintiff and the aggrieved employees to take late meal breaks that occurred after the first five
9 hours of each shift; and, (3) failed to pay such employees one (1) hour of pay at the employees
10 regular rate of compensation for each workday that the first meal period was not provided within
11 the first (5) hours of the shift. If Plaintiff and the aggrieved employees were able to find some time
12 to eat, they were frequently interrupted, missed, or late. Defendant also edited Plaintiff and the
13 aggrieved employees' meal break punches so that it appears that they were taken lawfully.

14 83. On July 15, 2021, in *Ferra v. Loews Hollywood Hotel, LLC*, (2021) 11 Cal. 5th
15 858, 863, the California Supreme Court set forth the formula for calculating the one extra hour of
16 premium pay that employees are owed if an employer fails to provide a compliant meal period or
17 rest break. Specifically, the Court held that those premium payments must include the hourly value
18 of any nondiscretionary earnings (such as a nondiscretionary bonuses), and cannot simply be paid
19 at an employee's base hourly rate. Here, when meal period premiums are provided, Defendant has
20 had a consistent policy of paying meal period premiums at the base rate and not the blended rate
21 in violation of Labor Code §§ 226.7 and 512.

22 84. Further, IWC Wage Order 4, ¶ 7 imposes on employers an obligation to record and
23 maintain accurate records of "meal periods." Labor Code § 1199 prohibits an employer from causing
24 any employee to work under conditions of labor prohibited by an order of the IWC or from violating,
25 refusing, or neglecting to comply with any order of the commission's orders regarding wages, hours,
26 and working conditions. Defendant does not maintain accurate records of meal periods for Plaintiff
27 and the aggrieved employees. As such, Defendant has violated Labor Code §§ 226.7 and 512 and the
28 Wage Order by failing to keep accurate records. Thus, Plaintiff is an aggrieved employee within the

1 meaning PAGA and Defendant has violated Labor Code §§ 226.7 and 512 and IWC Wage Order
2 4 with respect to Plaintiff and all aggrieved employees.

3 85. Pursuant to Labor Code § 226.7 and Wage Order 4-2001, Defendant failed to
4 provide Plaintiff and the aggrieved employees with rest breaks of not less than ten (10) minutes
5 per four (4) hour work period, or major fraction thereof. As Such, Defendant failed to provide
6 Plaintiff and the aggrieved employees with compliant rest periods. Further, Plaintiff and the
7 aggrieved employees were not compensated with one (1) hour of wages for each missed rest period
8 as required by Labor Code § 226.7.

9 86. Plaintiff and all aggrieved employees were not compensated with one (1) hour of
10 wages at the regular rate of compensation for each compliant rest period that was not provided as
11 required by Labor Code § 226.7. *Ferra* requires the rest period premium payments must include
12 the hourly value of any nondiscretionary earnings (such as a nondiscretionary bonuses), and cannot
13 simply be paid at an employee's base hourly rate. Here, when rest premiums are provided,
14 Defendant has had a consistent policy of paying rest period premiums at the base rate and not the
15 blended rate in violation of Labor Code §§ 226.7

16 87. For at least one (1) year prior to the date of the letter sent to the Labor & Workforce
17 Development Agency and Defendant giving notice of these PAGA claims and continuing to the
18 present, Defendant has violated Labor Code § 226(a). Defendant engaged in a practice of failing to
19 provide accurate itemized wage statements in violation of Labor Code § 226(a) to Plaintiff and all
20 aggrieved employees. Labor Code §§ 226(a)(2) and (9) requires that every employer shall,
21 semimonthly or at the time of each payment of wages, furnish each employee an accurate itemized
22 statement in writing showing a number of specific items, including total hours worked and all
23 applicable hourly rates in effect during the pay period and the corresponding number of hours
24 worked at each hourly rate by the employee. Here, as a result of the allegations above, Defendant
25 has failed to furnish Plaintiff and all aggrieved employees accurate itemized wage statements that
26 show total hours worked by the employee and all applicable hourly rates in effect during the pay
27 period and the corresponding number of hours worked at each hourly rate by the employee
28 pursuant to Labor Code §§ 226(a)(2) and (9). Thus, Plaintiff is an aggrieved employee within the

1 meaning PAGA and Defendant has violated Labor Code § 226(a) with respect to Plaintiff and all
2 aggrieved employees.

3 88. For at least one (1) year prior to the date of the letter sent to the Labor & Workforce
4 Development Agency and Defendant giving notice of these PAGA claims and continuing to the
5 present, Defendant has violated Labor Code § 203 by failing to timely pay Plaintiff and all aggrieved
6 employees all wages due upon their separation from Defendant's employ as required. Labor Code § 203
7 provides that if "an employer willfully fails to pay...any wages of an employee who is discharged
8 or who quits, the wages of the employee shall continue as a penalty from the due date thereof at
9 the same rate until paid or until an action therefor is commenced; but the wages shall not continue
10 for more than 30 days." Here, Plaintiff and all aggrieved employees were not paid all wages due
11 upon their separation from Defendant's employ. As such, Plaintiff is an aggrieved employee and
12 Defendant failed to pay Plaintiff and all aggrieved employees all wages due at the time of
13 termination or within seventy-two (72) hours of their resignation, and have failed to pay those
14 sums for thirty (30) days thereafter in violation of Labor Code §203.

15 89. Defendant's violation of Labor Code Labor Code §201, 202, 203, 226(a), 226.7,
16 510, 512, 1194, 1194.2, and 1199, and IWC Wage Order 4 was all done on a regular and consistent
17 basis.

18 90. As a result of the acts alleged above, Plaintiff seeks penalties under Labor Code
19 §2699, et seq. because of Defendant's violation of Labor Code §§ 201, 202, 203, 226(a), 226.7, ,
20 510, 512, 1194, 1194.2, and 1199.

21 91. Under Labor Code §§2699(f)(2) and 2699.5, for each such violation, Plaintiff and
22 all other aggrieved employees are entitled to penalties in an amount to be shown at the time of trial
23 subject to the following formula:

- 24 a. \$100 for the initial violation per employee per pay period; and
- 25 b. \$200 for each subsequent violation per employee per pay period.

26 92. These penalties will be allocated 65% to the Labor & Workforce Development
27 Agency and 35% to the affected employees.

28 93. On June 20, 2024, Plaintiff electronically filed a PAGA Claim Notice to the

1 LWDA, via the State of California Labor and Workforce Development Agency / Department of
2 Industrial Relations website (<https://dir.tfaforms.net/308>) and mailed by certified mail, return
3 receipt requested, to Defendant setting forth the specific facts and theories of the violations alleged
4 against Defendants, as prescribed by Labor Code §2698 *et seq.* (Exhibit “1”.) Plaintiff received
5 electronic confirmation of Plaintiff’s submission of the PAGA Claim Notice upon filing to the
6 LWDA. (Exhibit “2”.)

7 94. On August 12, 2025, Plaintiff electronically filed an Amended PAGA Claim Notice
8 to the LWDA, via the State of California Labor and Workforce Development Agency / Department
9 of Industrial Relations website (<https://dir.tfaforms.net/308>) and mailed by certified mail, return
10 receipt requested, to Defendant setting forth the specific facts and theories of the violations alleged
11 against Defendants, as prescribed by Labor Code §2698 *et seq.* (Exhibit “3”.) Plaintiff received
12 electronic confirmation of Plaintiff’s submission of the PAGA Claim Notice upon filing to the
13 LWDA. (Exhibit “4”.)

14 95. Pursuant to Labor Code §2699.3(a)(2)(A), no notice was received by Plaintiff from
15 the LWDA evidencing its intention to investigate within 65 calendar days of the postmark date of
16 the notice. Therefore, Plaintiff is entitled to commence a civil action as though the LWDA has
17 chosen not to investigate.

18 **PRAYER FOR RELIEF**

19 WHEREFORE, Plaintiff prays for the following relief:

20 1. For compensatory damages in the amount of unpaid wages and/or overtime not paid
21 to Plaintiff and each Proposed Class Member from at least four (4) years prior to the filing of this
22 action to the present as may be proven;

23 2. For compensatory damages in the amount of Plaintiff’s and each Proposed Class
24 Members’ hourly wage for each rest period and/or meal period missed or taken late from at least
25 four (4) years prior to the filing of this action to the present as may be proven;

26 3. For penalties pursuant to Labor Code § 226(e) for violation of Labor Code § 226(a)
27 in the amount of fifty dollars (\$50) for the initial pay period in which a violation occurs and one
28 hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding

1 an aggregate penalty of four thousand dollars (\$4,000);

2 4. For penalties pursuant to Labor Code § 203 for all employees who were terminated
3 or resigned equal to their daily wage times thirty (30) days;

4 5. An award of prejudgment and post judgment interest;

5 6. An order enjoining Defendant and its agents, servants, and employees, and all
6 persons acting under, in concert with, or for it from providing Plaintiff with proper wages and/or
7 overtime, meal periods, rest periods, accurate itemized wage statements, and wages upon
8 termination/resignation pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194,
9 1199, and IWC 4-2001;

10 7. For injunctive relief pursuant to Labor Code §226(a) requiring Defendant to remedy
11 the inaccurate itemized wage statements issued to Plaintiff and the Class.

12 8. For penalties and other relief pursuant to Labor Code §2698 *et seq.* for Defendant's
13 violation of Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, and 1199.

14 9. An award of prejudgment and post judgment interest;

15 10. An award providing for payment of costs of suit;

16 11. An award of attorneys' fees; and

17 12. Such other and further relief as this Court may deem proper and just.

18
19 DATED: March 17, 2026

KINGSLEY SZAMET EMPLOYMENT
LAWYERS

20
21 By: _____

Kelsey M. Szamet
Attorneys for Plaintiff

EXHIBIT "1"



16133 Ventura Boulevard, Suite 1200, 
Encino, California 91436
www.kingsleylawyers.com 
(818) 990-8300 

June 20, 2024

LABOR & WORKFORCE DEVELOPMENT AGENCY
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
Via Electronic Submission: <https://dir.tfaforms.net/308>

Tumi Stores, Inc.
499 Thornall Street
10th Floor
Edison, NJ 08837
Via Certified Mailing #7022 3330 0002 1335 9988

Tumi Stores, Inc.
c/o Agent for Service of Process
1505 Corporation
C T Corporation System
330 N Brand Blvd,
Glendale, CA 91203
Via Certified Mailing #7022 3330 0002 1335 9995

Re: Jeffrey Lindquist v. Tumi Stores, Inc.
California Labor Code § 2699 Penalties

Gentlepersons:

This office represents Jeffrey Lindquist (“Plaintiff”) and a proposed group of current and former employees working for Tumi Stores, Inc. (“Defendant”) in the State of California. The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698, *et. seq.* We herein set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to Plaintiff and all of Defendant’s aggrieved employees.

Plaintiff wishes to bring a representative action on behalf of himself and the State of California as well as on behalf of a group of aggrieved employees defined as: All employees who are employed or have been employed as an hourly employee by Tumi Stores, Inc., in the State of California who worked one or more pay periods since one (1) year prior to the date of this letter and continuing to the present. (“aggrieved employees”).

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

June 20, 2024

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Defendant has violated Labor Code §§ 510, 1194, 1194.2 and 1199 with respect to Plaintiff and all aggrieved employees. These statutes require an employer to compensate its employees at the minimum wage rate for all hours worked and at a rate of no less than one and one-half times the regular rate of pay for any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay.

Here, Defendant has had a consistent policy of failing to pay wages and/or overtime to Plaintiff and all aggrieved employees at the appropriate rate of pay. Defendant engaged in a pattern and practice of “time shaving”. Defendant would frequently edit Plaintiff’s and the aggrieved employees’ timecards to reduce the amount of regular time and overtime they had actually worked. Plaintiff and the aggrieved employees were subjected to Defendant’s practice of “time shaving” so that Defendant could pay Plaintiff and the aggrieved employees less than their proper compensation to make their labor budget.

Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of compensation for each meal period the employer fails to provide. Employees are entitled to a first meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided within the first five (5) hours of the shift, and a second meal period of at least thirty (30) minutes for shifts over ten (10) hours. If an employee is entitled to a second meal period, it must be provided after no more than ten (10) hours of work. Likewise, the Wage Orders (4-2001) state that: An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than thirty (30) minutes, 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. Pursuant to Labor Code § 226.7(c), if an employer fails to provide an employee with a lawful meal period, the employer must pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that a thirty (30) minute uninterrupted meal period was not provided, was not provided in full, or was not provided in a timely manner.

Here, Defendant failed to maintain a policy informing Plaintiff and the aggrieved employees of these rights associated with meal periods and failed to provide compliant meal periods. Defendant has had a consistent policy of: (1) failing to provide Plaintiff and the aggrieved employees compliant meal periods within the first five hours of each shift; (2) requiring Plaintiff and the aggrieved employees to take late meal breaks that occurred after the first five hours of each shift; and, (3) failing to pay such employees one (1) hour of pay at the employees regular rate of compensation for each workday that the first meal period was not provided within the first (5) hours of the shift. If Plaintiff and the aggrieved employees were able to find some time to eat, they were frequently interrupted, missed, or late. Defendant also edited Plaintiff and the aggrieved employees’ meal break punches so that it appears that they were taken lawfully.

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

June 20, 2024

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On July 15, 2021, in *Ferra v. Loews Hollywood Hotel, LLC*, (2021) 11 Cal. 5th 858, 863, the California Supreme Court set forth the formula for calculating the one extra hour of premium pay that employees are owed if an employer fails to provide a compliant meal period or rest break. Specifically, the Court held that those premium payments must include the hourly value of any nondiscretionary earnings (such as a nondiscretionary bonuses), and cannot simply be paid at an employee's base hourly rate. Here, when meal period premiums are provided, Defendant has had a consistent policy of paying meal period premiums at the base rate and not the blended rate in violation of Labor Code §§ 226.7 and 512.

Further, IWC Wage Order 4, ¶ 7 imposes on employers an obligation to record and maintain accurate records of "meal periods." Labor Code § 1199 prohibits an employer from causing any employee to work under conditions of labor prohibited by an order of the IWC or from violating, refusing, or neglecting to comply with any order of the commission's orders regarding wages, hours, and working conditions. Defendant does not maintain accurate records of meal periods for Plaintiff and the aggrieved employees. As such, Defendant has violated Labor Code §§ 226.7 and 512 and the Wage Order by failing to keep accurate records.

Defendant engaged in a practice of failing to provide accurate itemized wage statements in violation of Labor Code § 226(a) which requires that every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, an accurate itemized statement in writing showing all applicable hourly rates in effect during the pay period, and the corresponding number of hours worked at each hourly rate by the employee.

Labor Code §226(a)(2) requires that every employer shall semimonthly or at the time of each payment of wages, furnish each of his or her employees, an accurate itemized statement in writing showing the total hours worked by the employee. Plaintiff and the aggrieved employees are issued wage statements that do not include the total hours worked by the employee. As such, Plaintiff is an aggrieved employee within the meaning PAGA and Defendant has violated Labor Code §226(a) with respect to Plaintiff and all aggrieved employees.

Also, Defendant issued to Plaintiff and the aggrieved employees itemized wage statements that did not include all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, in violation of Labor Code § 226(a)(9). The itemized wage statements provided to Plaintiff and the aggrieved employees did not include the hours worked at each hourly rate. In addition, Plaintiff and the aggrieved employees are issued wage statements that do not include the correct number of hours worked at each applicable hourly rate and do not include meal/rest premiums.

Labor Code § 203 provides that if "an employer willfully fails to pay...any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days." Here, Plaintiff and all aggrieved employees were not

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

June 20, 2024

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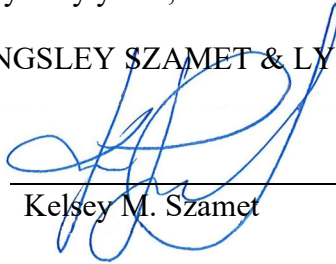
paid all wages due upon their separation from Defendant's employ. As such, Plaintiff is an aggrieved employee and Defendant failed to pay Plaintiff and all aggrieved employees all wages due at the time of termination or within seventy-two (72) hours of their resignation, and have failed to pay those sums for thirty (30) days thereafter in violation of Labor Code §203.

Further, under Labor Code § 2699.3(c), Defendant, if it employed fewer than 100 employees in total during the relevant time period, may cure the alleged violations within thirty-three (33) calendar days of the postmark date of this notice and within that period, may submit to the LWDA a confidential proposal to cure one or more of the alleged violations, specifying which of the alleged violations it proposes to cure.

We are constrained to move forward with the filing of this complaint alleging causes of action pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2 1199, and IWC Wage Order 4 with or without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

Very truly yours,

KINGSLEY SZAMET & LY

By: 

Kelsey M. Szamet

KMS/km

EXHIBIT "2"



State of California

Labor and Workforce Development Agency /
Department of Industrial Relations

Private Attorneys General Act (PAGA) – Filing

New PAGA Claim Notice

Your Information (Person Who is Filing)

Your First Name *

Kelsey

Your Last Name *

Szamet

Firm Name (if any) *

Kingsley Szamet & Ly

(Enter "in pro per" if you are representing yourself)

Your Email Address *

kimberly@kingsleylawyers

Your Street Name, Number and Suite/Apt *

16133 Ventura Blvd., Suite 1

Your Mobile Phone Number

8189908300

Your City *

Encino

Your Work Phone Number

Your State *

California

Your Zip/Postal Code *

91436

Plaintiff Information

Plaintiff/Aggrieved Employee Name *

Jeffrey Lindquist

Plaintiff/Aggrieved Employee Occupation *

non-exempt employee

[Add Additional Plaintiffs](#)

Employer Information

Employer Entity Type

Please select...

Employer Name *

Tumi Stores, Inc.

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

499 Thornall Street 10th Floor

Employer City *

Edison

Employer State *

New Jersey

Employer Zip/Postal Code *

08837

Employer Industry *

Retail

Add additional defendants

- ☒ Add any entity other than an individual
- ☐ Add an individual/sole proprietor employer

Additional Employer Information (Corporation/General Partnership)

Employer Entity Type

Please select...

Employer Name *

Tumi Stores, Inc.

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

330 N Brand Blvd

Employer City *

Glendale

Employer State *

California

Employer Zip/Postal Code *

91203

Employer Industry *

Retail

[Add Additional Employers](#)

Notice General Information

Estimated Number of Employees Impacted by Violations *

50

Notice Violations – Check All that Apply *

- ☐ Child Labor
- ☐ Misclassification Employee Classified as Contractor
- ☐ Misclassification NonExempt Classified as Exempt
- ☒ Minimum Wage
- ☒ Overtime
- ☒ Not paid for all hours worked
- ☒ Not paid wages due on termination
- ☐ Other Unpaid Wages
- ☐ Tips or Gratuities
- ☐ Payment or Reimbursement of Employee Expenses
- ☐ Improper Form of Payment Including NSF Checks
- ☐ Kickbacks
- ☒ Meal and Rest Breaks
- ☐ Sick Leave
- ☐ Lactation Accommodation (Labor Code 1030–1033)
- ☐ Not providing required time off, other
- ☐ Pay Discrimination on basis of sex, (Labor Code 1197.5)
- ☐ No Wage Statements
- ☒ Improper or Incomplete Wage Statements
- ☐ Other Notice or Posting or Recordkeeping
- ☐ Public Works (Labor Code 1720 – 1815)
- ☐ Apprenticeship (Labor Code 3070 – 3098)
- ☐ Occupational Safety and Health (Labor Code 6300 et seq)
- ☐ No Workers' Compensation
- ☐ Licensing, Registration, or Permit
- ☐ Unfair Immigration Activities
- ☐ Agricultural Labor Relations
- ☐ Industrial Homework
- ☐ Retaliation for Protected Status or Activity (Specify)
- ☒ Other

Child Labor – Specify Ages

Provide Details of Other Violation *

Other(Maybe Multiple)

- ☐ Other Violation

PAGA Claim Type – Check All that Apply *

- ☒ Notice asserts one or more Labor Code violations listed in Labor Code 2699.5– not curable subject to 2699.3(a)
- ☐ Notice asserts one or more OSHA violations subject to requirements of 2699.3(b)
- ☐ Includes one or more violations not listed in Labor Code 2699.5 – curable subject to 2699.3(c)

Filing Fee

A filing fee of \$75 is required to file a new PAGA claim notice.

IFP

- ☐ I wish to claim In Forma Pauperis and am attaching a Confidential Request to Waive Court Fees (Judicial Council Court Form FW-001) or similar form to this submission.

Billing information**Billing First Name ***

Eric

Billing Last Name *

Kingsley

Billing Email *

kimberly@kingsleylawyers

Billing Phone

8189908300

Billing Street Name, Number and Suite/Apt *

16133 Ventura Blvd., Suite 1200

Billing City *

Encino

Billing State *

California

Billing Zip/Postal Code *

91436

Credit Card Type *

[REDACTED]

Credit Card Number *

[REDACTED]

CVV Number *

[REDACTED]

Credit Card Expiration Month *

[REDACTED]

mm

Credit Card Expiration Year *

[REDACTED]

yyyy

Notice and Other Attachments**PAGA Claim Notice (must be a .pdf) ***

Choose File

PAGA Letter – ...tores, Inc..pdf

Other Attachment – (if any) (must be a .pdf)

Choose File

No file chosen

[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ **I understand that, if I file, I must comply with the redaction rules consistent with this notice.**

[Previous Page](#)[Submit](#)

Thank you. If you provided an email address with your submission, a confirmation regarding your submission will be emailed to you. Otherwise, you can search for the case to verify that your submission was properly received.

[Click Here](#) to Search Case

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
Sent: Thursday, June 20, 2024 1:48 PM
To: Kimberly Madrid
Subject: Thank you for submission of your PAGA Case.

External Email!

6/20/2024

LWDA Case No. LWDA-CM-1035246-24
Law Firm : Kingsley Szamet & Ly
Plaintiff Name : Jeffrey Lindquist
Employer: Tumi Stores, Inc.
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
Sent: Thursday, June 20, 2024 1:48 PM
To: Kimberly Madrid
Subject: State of California - Department of Industrial Relations Customer Receipt / Purchase Confirmation

External Email!

Thank you for your payment.

Order Information

Merchant: State of California - Department of Industrial Relations

Case Number: LWDA-CM-1035246-24

Order Number: ORD-000295671

Total:\$75.00

Card Type: [REDACTED]

Date: 6/20/2024

Billing Information

Name: Eric Kingsley

Email: kimberly@kingsleylawyers.com

Billing Address:

16133 Ventura Blvd., Suite 1200

Encino, California

91436

EXHIBIT "3"



16133 Ventura Boulevard, Suite 1200, 
Encino, California 91436
service@kingsleylawyers.com 
www.kingsleylawyers.com 
(818) 990-8300 

August 12, 2025

LABOR & WORKFORCE DEVELOPMENT AGENCY

Attn. PAGA Administrator

1515 Clay Street, Ste. 801

Oakland, CA 94612

Via Electronic Submission: <https://dir.tfaforms.net/308>

Mari Adriano

Bo Kyung Kim

Jennifer Maguire

Elizabeth Staggs-Wilson

Karina Ramirez

LITTLER MENDELSON, P.C.

101 Second Street, Suite 1000

San Francisco, California 94105

madriano@littler.com

bkim@littler.com

estaggs-wilson@littler.com

jmaguire@littler.com

kramirez@littler.com

Attorneys for Defendant Tumi Stores, Inc.

Re: Jeffrey Lindquist v. Tumi Stores, Inc.
Amended LWDA Letter
California Labor Code § 2699 Penalties

Gentlepersons:

This office represents Jeffrey Lindquist (“Plaintiff”) and a proposed group of current and former employees working for Tumi Stores, Inc. (“Defendant”) in the State of California. The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698, *et. seq.* This is an amended notice letter which shall serve to incorporate and supplemental the letter from our office on June 20, 2024. We herein set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to Plaintiff and all of Defendant’s aggrieved employees.

Plaintiff wishes to bring a representative action on behalf of himself and the State of California as well as on behalf of a group of aggrieved employees defined as: All employees who are employed or have been employed as an hourly employee by Tumi Stores, Inc., in the State of California who

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California Labor Code §2699 Penalties

August 12, 2025

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worked one or more pay periods since one (1) year prior to the date of this letter and continuing to the present. (“aggrieved employees”).

Defendant has violated Labor Code §§ 510, 1194, 1194.2 and 1199 with respect to Plaintiff and all aggrieved employees. These statutes require an employer to compensate its employees at the minimum wage rate for all hours worked and at a rate of no less than one and one-half times the regular rate of pay for any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay.

Here, Defendant has had a consistent policy of failing to pay wages and/or overtime to Plaintiff and all aggrieved employees at the appropriate rate of pay. Defendant engaged in a pattern and practice of “time shaving”. Defendant would frequently edit Plaintiff’s and the aggrieved employees’ timecards to reduce the amount of regular time and overtime they had actually worked. Plaintiff and the aggrieved employees were subjected to Defendant’s practice of “time shaving” so that Defendant could pay Plaintiff and the aggrieved employees less than their proper compensation to make their labor budget.

Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of compensation for each meal period the employer fails to provide. Employees are entitled to a first meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided within the first five (5) hours of the shift, and a second meal period of at least thirty (30) minutes for shifts over ten (10) hours. If an employee is entitled to a second meal period, it must be provided after no more than ten (10) hours of work. Likewise, the Wage Orders (4-2001) state that: An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than thirty (30) minutes, 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. Pursuant to Labor Code § 226.7(c), if an employer fails to provide an employee with a lawful meal period, the employer must pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that a thirty (30) minute uninterrupted meal period was not provided, was not provided in full, or was not provided in a timely manner.

Here, Defendant failed to maintain a policy informing Plaintiff and the aggrieved employees of these rights associated with meal periods and failed to provide compliant meal periods. Defendant has had a consistent policy of: (1) failing to provide Plaintiff and the aggrieved employees compliant meal periods within the first five hours of each shift; (2) requiring Plaintiff and the aggrieved employees to take late meal breaks that occurred after the first five hours of each shift; and, (3) failing to pay such employees one (1) hour of pay at the employees regular rate of compensation for each workday that the first meal period was not provided within the first (5) hours of the shift. If Plaintiff and the aggrieved employees were able to find some time to eat, they were frequently interrupted, missed, or late. Defendant also edited Plaintiff and the aggrieved

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

August 12, 2025

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employees' meal break punches so that it appears that they were taken lawfully.

On July 15, 2021, in *Ferra v. Loews Hollywood Hotel, LLC*, (2021) 11 Cal. 5th 858, 863, the California Supreme Court set forth the formula for calculating the one extra hour of premium pay that employees are owed if an employer fails to provide a compliant meal period or rest break. Specifically, the Court held that those premium payments must include the hourly value of any nondiscretionary earnings (such as a nondiscretionary bonuses), and cannot simply be paid at an employee's base hourly rate. Here, when meal period premiums are provided, Defendant has had a consistent policy of paying meal period premiums at the base rate and not the blended rate in violation of Labor Code §§ 226.7 and 512.

Further, IWC Wage Order 4, ¶ 7 imposes on employers an obligation to record and maintain accurate records of "meal periods." Labor Code § 1199 prohibits an employer from causing any employee to work under conditions of labor prohibited by an order of the IWC or from violating, refusing, or neglecting to comply with any order of the commission's orders regarding wages, hours, and working conditions. Defendant does not maintain accurate records of meal periods for Plaintiff and the aggrieved employees. As such, Defendant has violated Labor Code §§ 226.7 and 512 and the Wage Order by failing to keep accurate records.

Pursuant to Labor Code § 226.7 and Wage Order 4-2001, Defendant failed to provide Plaintiff and the aggrieved employees with rest breaks of not less than ten (10) minutes per four (4) hour work period, or major fraction thereof. As Such, Defendant failed to provide Plaintiff and the aggrieved employees with compliant rest periods. Further, Plaintiff and the aggrieved employees were not compensated with one (1) hour of wages for each missed rest period as required by Labor Code § 226.7.

Plaintiff and all aggrieved employees were not compensated with one (1) hour of wages at the regular rate of compensation for each compliant rest period that was not provided as required by Labor Code § 226.7. *Ferra* requires the rest period premium payments must include the hourly value of any nondiscretionary earnings (such as a nondiscretionary bonuses), and cannot simply be paid at an employee's base hourly rate. Here, when rest premiums are provided, Defendant has had a consistent policy of paying rest period premiums at the base rate and not the blended rate in violation of Labor Code §§ 226.7

Defendant engaged in a practice of failing to provide accurate itemized wage statements in violation of Labor Code § 226(a) which requires that every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, an accurate itemized statement in writing showing all applicable hourly rates in effect during the pay period, and the corresponding number of hours worked at each hourly rate by the employee.

Labor Code §226(a)(2) requires that every employer shall semimonthly or at the time of each payment of wages, furnish each of his or her employees, an accurate itemized statement in writing

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showing the total hours worked by the employee. Plaintiff and the aggrieved employees are issued wage statements that do not include the total hours worked by the employee. As such, Plaintiff is an aggrieved employee within the meaning PAGA and Defendant has violated Labor Code §226(a) with respect to Plaintiff and all aggrieved employees.

Also, Defendant issued to Plaintiff and the aggrieved employees itemized wage statements that did not include all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, in violation of Labor Code § 226(a)(9). The itemized wage statements provided to Plaintiff and the aggrieved employees did not include the hours worked at each hourly rate. In addition, Plaintiff and the aggrieved employees are issued wage statements that do not include the correct number of hours worked at each applicable hourly rate and do not include meal/rest premiums.

Labor Code § 203 provides that if “an employer willfully fails to pay...any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.” Here, Plaintiff and all aggrieved employees were not paid all wages due upon their separation from Defendant’s employ. As such, Plaintiff is an aggrieved employee and Defendant failed to pay Plaintiff and all aggrieved employees all wages due at the time of termination or within seventy-two (72) hours of their resignation, and have failed to pay those sums for thirty (30) days thereafter in violation of Labor Code §203.

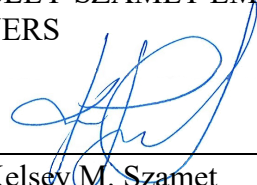
Further, under Labor Code § 2699.3(c), Defendant, if it employed fewer than 100 employees in total during the relevant time period, may cure the alleged violations within thirty-three (33) calendar days of the postmark date of this notice and within that period, may submit to the LWDA a confidential proposal to cure one or more of the alleged violations, specifying which of the alleged violations it proposes to cure.

We are constrained to move forward with the filing of this complaint alleging causes of action pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2 1199, and IWC Wage Order 4 with or without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

Very truly yours,

KINGSLEY SZAMET EMPLOYMENT
LAWYERS

By: _____


Kelsey M. Szamet

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

August 12, 2025

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KMS/km

EXHIBIT "4"

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.



Private Attorneys General Act (PAGA) – Filing

Amended PAGA Claim Notice

PAGA Number (LWDA-CM-) : *

Please enter only the numbers after "LWDA-CM-" in the following format, "XXXXXXXXXX-XX".

[Search for PAGA Case number](#)

Your Information (Attorney or Employee – Whoever is Filing)

Your First Name *

Your Last Name *

Your Email Address *

Your Street Name, Number and Suite/Apt *

Your Mobile Phone Number

Your City *

Your Work Phone Number

Your State *

Your Zip/Postal Code *



Amended Notice Detail

Please provide the details of the amendments to the original notice. *

- ☒ Adding additional claims
- ☐ Adding additional corporate defendants
- ☐ Adding additional Individual/Sole proprietor defendants
- ☐ Adding additional plaintiffs
- ☐ Other (please specify)

Notice Violations – Check All that Apply *

- ☐ Child Labor
- ☐ Misclassification Employee Classified as Contractor
- ☐ Misclassification NonExempt Classified as Exempt
- ☐ Minimum Wage
- ☐ Overtime
- ☐ Not paid for all hours worked
- ☐ Not paid wages due on termination
- ☐ Other Unpaid Wages
- ☐ Tips or Gratuities
- ☐ Payment or Reimbursement of Employee Expenses
- ☐ Improper Form of Payment Including NSF Checks
- ☐ Kickbacks
- ☒ Meal and Rest Breaks
- ☐ Sick Leave
- ☐ Lactation Accommodation (Labor Code 1030–1033)
- ☐ Not providing required time off, other
- ☐ Pay Discrimination on basis of sex, (Labor Code 1197.5)
- ☐ No Wage Statements
- ☐ Improper or Incomplete Wage Statements
- ☐ Other Notice or Posting or Recordkeeping
- ☐ Public Works (Labor Code 1720 – 1815)
- ☐ Apprenticeship (Labor Code 3070 – 3098)
- ☐ Occupational Safety and Health (Labor Code 6300 et seq)
- ☐ No Workers' Compensation
- ☐ Licensing, Registration, or Permit
- ☐ Unfair Immigration Activities
- ☐ Agricultural Labor Relations
- ☐ Industrial Homework
- ☐ Retaliation for Protected Status or Activity (Specify)
- ☐ Other

Child Labor – Specify Ages

PAGA Claim Type – Check All that Apply *

PAGA Claim Type – Check All that Apply *

- ☒ Notice asserts one or more Labor Code violations listed in Labor Code 2699.5– not curable subject to 2699.3(a)
- ☐ Notice asserts one or more OSHA violations subject to requirements of 2699.3(b)
- ☐ Includes one or more violations not listed in Labor Code 2699.5 – curable subject to 2699.3(c)

Other PAGA Notices

[Search for PAGA Case number](#)

- ☒ I have searched LWDA's database for other PAGA claims filed against the employer(s) named in my Amended PAGA Claim Notice.
- ☒ No, there are no other PAGA claims against the employer(s) named in my Amended PAGA Claim Notice.
- ☐ Yes, other PAGA claims are listed on the website, or I am aware of other PAGA claims against the employer(s) named in my Amended PAGA Claim Notice.

Amended Notice

Amended Notice *

Amended PA...tter – TUMI.pdf

Other Attachment (if any) (must be a .pdf)

No file chosen

[Add Another Attachment](#)

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

- ☒ I understand that, if I file, I must comply with the redaction rules consistent with this notice.

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

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Outlook

Thank you for your Amended PAGA Claim Notice Submission.

From DIR PAGA Unit <no-reply@formassembly.com>

Date Tue 8/12/2025 11:40 AM

To Service <service@kingsleylawyers.com>

External Email!

08/12/2025 11:39:30 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Amended PAGA Claim

Please note that a PAGA Notice is not a complaint within the meaning of Division 5 (Labor Code §§6300 et seq.). To file a complaint about workplace safety and health hazards with Cal/OSHA, please visit: <https://www.dir.ca.gov/dosh/complaint.htm>

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of Labor and Workforce Development Agency

Website: [http://labor.ca.gov/Private Attorneys General Act.htm](http://labor.ca.gov/Private_Attorneys_General_Act.htm)