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VENTURA SUPERIOR COURT

FILED**08/12/2026**K. Bieker
Executive Officer and Clerk

Lauralei Jensen

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. 44]

**SECOND 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. Violations of Business & Professions Code § 17200
7. 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 August 17, 2025. (“Proposed Class”)

13 2. From June 20, 2023 to August 17, 2025, Defendant has had a consistent policy of
14 failing to pay wages and/or overtime to all Proposed Class Members when they work more than
15 eight hours in a day or forty hours in a week. Plaintiff and other Proposed Class Members were
16 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 August 17, 2025, Defendant has had a consistent policy of
23 failing to inform Proposed Class members of their right to take meal periods by way of a lawful
24 policy and requiring Proposed Class members within the State of California, including Plaintiff,
25 to work at least five (5) hours without a meal period and failing to pay such employees one (1)
26 hour of pay at the employees’ regular rate of compensation for each workday that the meal period
27 is not provided or provided after five (5) hours, as required by California state wage and hour laws.
28 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 five
4 hours of each shift; and, (3) failed to pay such employees one (1) hour of pay at the employees
5 regular rate of compensation for each workday that the first meal period was not provided within
6 the first (5) hours of the shift. If Plaintiff and the Proposed Class were able to find some time to
7 eat, they were frequently interrupted, missed, or late. Defendant also edited Plaintiff and the
8 Proposed Class Members' meal break punches so that it appears that they were taken lawfully.
9 Additionally, when meal period premiums are provided, Defendant has had a consistent policy of
10 paying meal period premiums at the base rate and not the blended rate in violation of Labor Code
11 §§ 226.7 and 512.

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

19 7. From June 20, 2023 to August 17, 2025, Defendant has had a consistent policy of
20 failing to inform Proposed Class members of their right to take rest periods by way of a lawful
21 policy and of failing to provide Proposed Class members within the State of California, including
22 Plaintiff, rest periods of at least ten (10) minutes per four (4) hours worked or major fraction thereof
23 and failing to pay such employees one (1) hour of pay at the employee's regular rate of
24 compensation for each workday that the rest period was not provided, as required by California
25 state wage and hour laws.

26 8. Defendant failed to provide Plaintiff and the Proposed Class with rest breaks of not
27 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 August 17, 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 applicable
12 hourly rates in effect during the pay period and the corresponding number of hours worked at each
13 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 present,
15 Defendant has failed to pay all wages due at the time of termination or resignation to Plaintiff and
16 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, 1194, 1194.2, 1199, and IWC
19 Wage Order 4; and California Code of Regulations, Title 8, Section 4, 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. Plaintiff, on behalf of himself and all Proposed Class members, pursuant to
23 Business & Professions Code §§ 17200-17208, also seeks injunctive relief, restitution, and
24 disgorgement of all benefits Defendant enjoyed from its unlawful conduct as described herein.

25 13. For at least one (1) year prior to the date of the letter sent to the Labor & Workforce
26 Development Agency and Defendant giving notice of this claim pursuant to PAGA to August 17,
27 2025, Defendant has failed to properly comply with Labor Code §§ 201, 202, 203, 226(a), 226.7,
28 510, 512, 1194, 1194.2, 1199, and IWC Wage Order 4.

1 **II.**

2 **JURISDICTION & VENUE**

3 14. This Court has subject matter jurisdiction over any and all causes of action
4 asserted herein pursuant to Article VI, §10 of the California Constitution and California Code of
5 Civil Procedure §410.10 by virtue of the fact that this is a civil action in which the matter in
6 controversy, exclusive of interest, exceeds \$35,000, and because each cause of action asserted
7 arises under the laws of the State of California or is subject to adjudication in the courts of the
8 State of California.

9 15. This Court has personal jurisdiction over Defendant because Defendant has
10 caused injuries in the County of Ventura and the State of California through their acts, and by
11 their violation of the California Labor Code, California state common law, and California
12 Business & Professions Code § 17200, et seq.

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

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

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

25 **III.**

26 **PARTIES**

27 **A. Plaintiff**

28 19. Plaintiff Jeffrey Lindquist is a resident of State of California. Plaintiff was

1 employed by Defendant as a non-exempt employee in California.

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

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

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

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

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

14 **B. Defendants**

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

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

27 26. Plaintiff is informed and believes, and based thereon alleges, that each of the
28 Defendants acted in all respects pertinent to this action as the agent of the other Defendants, carried

1 out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each of
2 the Defendants are legally attributable to the other Defendants.

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

6 28. Furthermore, Defendants acted in all respects as the employers or joint employers
7 of aggrieved employees. Defendants, and each of them, exercised control over the wages, hours or
8 working conditions of the Proposed Class and aggrieved employees, or suffered or permitted the
9 aggrieved employees to work, or engaged, thereby creating a common law employment
10 relationship, with the Proposed Class and aggrieved employees. Therefore, Defendants, and each
11 of them, employed or jointly employed the Proposed Class and aggrieved employees.

12 IV.

13 FACTUAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

14 29. Plaintiff, the Proposed Class, and the aggrieved employees are, and at all times
15 pertinent hereto, have been classified as non-exempt employees.

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

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

23 32. Defendant engaged in a pattern and practice of “time shaving”. Defendant would
24 frequently edit Plaintiff’s and the Proposed Class Members’ timecards to reduce the amount of
25 regular time and overtime they had actually worked. Plaintiff and the Proposed Class Members
26 were subjected to Defendant’s practice of “time shaving” so that Defendant could pay Plaintiff
27 and the Proposed Class less than their proper compensation.

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

9 34. Defendant has had a consistent policy of: (1) failing to provide Plaintiff and the
10 Proposed Class Members compliant meal periods within the first five hours of each shift; (2)
11 requiring Plaintiff and the Proposed Class to take late meal breaks that occurred after the first five
12 hours of each shift; and, (3) failed to pay such employees one (1) hour of pay at the employees
13 regular rate of compensation for each workday that the first meal period was not provided within
14 the first (5) hours of the shift. If Plaintiff and the Proposed Class were able to find some time to
15 eat, they were frequently interrupted, missed, or late. Defendant also edited Plaintiff and the
16 Proposed Class Members' meal break punches so that it appears that they were taken lawfully.
17 Additionally, when meal period premiums are provided, Defendant has had a consistent policy of
18 paying meal period premiums at the base rate and not the blended rate in violation of Labor Code
19 §§ 226.7 and 512.

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

27 36. On a regular and consistent basis, Defendant has had a consistent policy of failing
28 to inform Proposed Class members of their right to take rest periods by way of a lawful policy and

1 of failing to provide Proposed Class members within the State of California, including Plaintiff,
2 rest periods of at least ten (10) minutes per four (4) hours worked or major fraction thereof and
3 failing to pay such employees one (1) hour of pay at the employee's regular rate of compensation
4 for each workday that the rest period was not provided, as required by California state wage and
5 hour laws.

6 37. Defendant failed to provide Plaintiff and the Proposed Class with rest breaks of not
7 less than ten (10) minutes per four (4) hour work period, or major fraction thereof. As such,
8 Defendant failed to provide Plaintiff and the Proposed Class with compliant rest periods.
9 Additionally, Plaintiff and the Proposed Class were not compensated with one (1) hour of wages
10 at the regular rate for each missed rest period as required by Labor Code § 226.7.

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

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

24 40. On a regular and consistent basis, for the Proposed Class and all aggrieved
25 employees employed by Defendant, Defendant has failed to comply with Labor Code §§ 201, 202,
26 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, and IWC Wage Order 4.

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28 ///

1 V.

2 CLASS ACTION ALLEGATIONS

3 41. Plaintiff brings this action on behalf of himself, and all others similarly situated as
4 a Class Action pursuant to § 382 of the Code of Civil Procedure. Plaintiff seeks to represent a
5 proposed class composed of and defined as follows:

6 All persons who worked as an hourly, non-exempt employee in
7 California for TUMI STORES, INC. between June 20, 2023 to
8 August 17, 2025. (“Proposed Class”)

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

12 43. This action has been brought and may properly be maintained as a class action
13 under the provisions of § 382 of the Code of Civil Procedure because there is a well-defined
14 community of interest in the litigation and the Proposed Classes are easily ascertainable.

15 **A. NUMEROSITY**

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

21 45. Plaintiff alleges that Defendant’s employment records would provide information
22 as to the number and location of all Proposed Class members. Joinder of all members of the
23 Proposed Class is not practicable.

24 **B. COMMONALITY**

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

28 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;

1 b. Whether Defendant violated Labor Code § 226.7 and IWC Wage Order 4-
2 2001 or other applicable IWC Wage Orders, by failing to inform Plaintiff and the Proposed Class
3 of their right to take meal periods and by failing to provide required meal periods throughout the
4 term of employment and failing to compensate said employees one (1) hours wages in lieu of meal
5 periods;

6 c. Whether Defendant violated Labor Code § 226.7 and IWC Wage Order 4-
7 2001 or other applicable IWC Wage Orders, by failing to inform Plaintiff and the Proposed Class
8 of their right to take rest periods and failing to provide required rest periods throughout the term
9 of employment and failing to compensate said employees one (1) hours wages in lieu of rest
10 periods;

11 d. Whether Defendant violated Labor Code § 226(a) and Wage Order 4-2001
12 or other applicable IWC Wage Orders, and Cal. Code Regs., Title 8, Section 11040 by failing to
13 keep accurate records of the hours worked and meal periods and whether Defendant failed to
14 provide an accurate itemized wage statements that reflect all deductions from payment of wages,
15 and accurately report the total hours worked and the applicable rates, for Plaintiff and the members
16 of the Proposed Class;

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

20 f. Whether Defendants violated § 17200, et seq. of the Business & Professions
21 Code by engaging in the acts previously alleged; and

22 g. Whether Plaintiffs and the members of the Proposed Class are entitled to
23 equitable relief pursuant to Business & Professions Code § 17200, et seq.

24 **C. TYPICALITY**

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

1 **D. ADEQUACY OF REPRESENTATION**

2 48. Plaintiff will fairly and adequately represent and protect the interests of the
3 members of the proposed Class. Counsel who represent Plaintiff and the Proposed Class are
4 competent and experienced in litigating large employment class actions.

5 **E. SUPERIORITY OF CLASS ACTION**

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

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

17 **VI.**

18 **FIRST CAUSE OF ACTION**

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

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

21 **LABOR CODE §§ 510, 1194, 1194.2, AND 1199**

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

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

1 rate of pay.

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

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

15 VII.

16 SECOND CAUSE OF ACTION

17 PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS

18 FAILURE TO PROVIDE MEAL PERIODS PURSUANT TO

19 LABOR CODE § 226.7 AND LABOR CODE § 512 AND IWC WAGE ORDER 4

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

22 56. Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of
23 compensation for each meal period the employer fails to provide. Employees are entitled to a first
24 meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided within the
25 first five (5) hours of the shift, and a second meal period of at least thirty (30) minutes for shifts
26 over ten (10) hours. If an employee is entitled to a second meal period, it must be provided after
27 no more than ten (10) hours of work. Likewise, the Wage Orders (4-2001) state that: An employer
28 may not employ an employee for a work period of more than ten (10) hours per day without

1 providing the employee with a second meal period of not less than thirty (30) minutes, except that
2 if the total hours worked is no more than twelve (12) hours, the second meal period may be waived
3 by mutual consent of the employer and the employee only if the first meal period was not waived.
4 Pursuant to Labor Code § 226.7(c), if an employer fails to provide an employee with a lawful meal
5 period, the employer must pay the employee one (1) hour of pay at the employee's regular rate of
6 compensation for each workday that a thirty (30) minute uninterrupted meal period was not
7 provided, was not provided in full, or was not provided in a timely manner.

8 57. Defendant failed to maintain a policy informing Plaintiff and the Proposed Class
9 of these rights.

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

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

27 60. Further, IWC Wage Order 4, ¶ 7 imposes on employers an obligation to record and
28 maintain accurate records of "meal periods." Labor Code § 1199 prohibits an employer from

1 causing any employee to work under conditions of labor prohibited by an order of the IWC or from
2 violating, refusing, or neglecting to comply with any order of the commission's orders regarding
3 wages, hours, and working conditions. Defendant does not maintain accurate records of meal
4 periods for Plaintiff and the Proposed Class Members. As such, Defendant has violated Labor
5 Code §§ 226.7 and 512 and the Wage Order by failing to keep accurate records.

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

9 **VIII.**

10 **THIRD CAUSE OF ACTION**

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

12 **FAILURE TO ALLOW REST PERIODS PURSUANT TO**

13 **LABOR CODE § 226.7**

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

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

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

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

1 rest period premiums at the base rate and not the blended rate in violation of Labor Code §§ 226.7.

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

5 **IX.**

6 **FOURTH CAUSE OF ACTION**

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

8 **VIOLATION OF LABOR CODE § 226(A)**

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

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

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

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

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

72. Labor Code § 226(a)(9) 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. Plaintiff and the Proposed Class are issued wage statements that do 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.

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

74. An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with Labor Code § 226(a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorneys' fees.

X.

FIFTH CAUSE OF ACTION

PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS

WAITING TIME PENALTIES UNDER LABOR CODE § 203

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

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

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

78. Defendant has failed to pay Plaintiff and others a sum certain at the time of

1 termination or within seventy-two (72) hours of their resignation, and have failed to pay those
2 sums for thirty (30) days thereafter. Pursuant to the provisions of Labor Code § 203, Plaintiff and
3 the Proposed Class are entitled to a penalty in the amount of Plaintiff's and the Proposed Class
4 Members' daily wage multiplied by thirty (30) days.

5 **XI.**

6 **SIXTH CAUSE OF ACTION**

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

8 **UNFAIR COMPETITION PURSUANT TO BUSINESS & PROFESSIONS CODE §17200**

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

11 80. This is a Class Action for Unfair Business Practices. Plaintiff, on behalf of himself,
12 on behalf of the general public, and on behalf of the Proposed Class, brings this claim pursuant to
13 Business & Professions Code § 17200, et seq. The conduct of Defendant as alleged in this
14 Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiff, the general
15 public, and the Proposed Class. Plaintiff seeks to enforce important rights affecting the public
16 interest within the meaning of Code of Civil Procedure § 1021.5.

17 81. Plaintiff is a "person" within the meaning of Business & Professions Code § 17204,
18 and therefore has standing to bring this cause of action for injunctive relief, restitution, and other
19 appropriate equitable relief.

20 82. Business & Profession Code § 17200, et seq. prohibits unlawful and unfair business
21 practices.

22 83. California's wage and hour laws express fundamental public policies. Providing
23 employees with proper wages and compensation are fundamental public policies of this State and
24 of the United States. Labor Code § 90.5(a) articulates the public policies of this State to enforce
25 vigorously minimum labor standards, to ensure that employees are not required or permitted to
26 work under substandard and unlawful conditions, and to protect law-abiding employers and their
27 employees from competitors who lower their costs by failing to comply with minimum standards.

28 84. Defendant has violated statutes and public policies as alleged herein. Through the

1 conduct alleged in this Complaint, Defendant has acted contrary to these public policies, have
2 violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair
3 business practices in violation of Business & Profession Code § 17200, et seq., depriving Plaintiff,
4 and all persons similarly situated, and all interested persons of rights, benefits, and privileges
5 guaranteed to all employees under law.

6 85. Defendant's conduct, as alleged hereinabove, constitutes unfair competition in
7 violation of § 17200, et seq. of the Business & Professions Code.

8 86. Defendant, by engaging in the conduct herein alleged, either knew or in the exercise
9 of reasonable care, should have known that the conduct was unlawful. It is a violation of § 17200,
10 et seq. of the Business & Professions Code.

11 87. As a proximate result of the above-mentioned acts of Defendant, Plaintiff and
12 others similarly situated have been damaged in a sum as may be proven.

13 88. Unless restrained, Defendant will continue to engage in the unlawful conduct as
14 alleged above. Pursuant to the Business & Professions Code, this court should make such orders
15 or judgments, including the appointment of a receiver, as may be necessary to prevent the use or
16 employment by Defendant, its agents, or employees, of any unlawful or deceptive practices
17 prohibited by the Business & Professions Code, and/or, including but not limited to, restitution
18 and disgorgement of profits which may be necessary to restore Plaintiff and members of the
19 Proposed Class the money Defendant has unlawfully failed to pay.

20 XII.

21 SEVENTH CAUSE OF ACTION

22 PLAINTIFF JEFFREY LINDQUIST AND ALL AGGRIEVED EMPLOYEES AGAINST

23 ALL DEFENDANTS FOR PENALTIES PURSUANT TO LABOR CODE §2699, ET SEQ.

24 FOR VIOLATIONS OF LABOR CODE §§201, 202, 203, 226(A), 226.7, 510, 512, 1194,

25 1194.2, 1199 AND IWC WAGE ORDER-4

26 89. Plaintiff realleges and incorporates by reference all previous paragraphs.

27 90. For at least one (1) year prior to the date of the letter sent to the Labor & Workforce
28 Development Agency and Defendant giving notice of these PAGA claims and continuing to the

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

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

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

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

94. 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) failed 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.

95. 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.

96. 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. Thus, Plaintiff is an aggrieved employee within the meaning PAGA and Defendant has violated Labor Code §§ 226.7 and 512 and IWC Wage Order

1 4 with respect to Plaintiff and all aggrieved employees.

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

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

15 99. 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(a). Defendant engaged in a practice of failing to
18 provide accurate itemized wage statements in violation of Labor Code § 226(a) to Plaintiff and all
19 aggrieved employees. Labor Code §§ 226(a)(2) and (9) requires that every employer shall,
20 semimonthly or at the time of each payment of wages, furnish each employee an accurate itemized
21 statement in writing showing a number of specific items, including total hours worked and all
22 applicable hourly rates in effect during the pay period and the corresponding number of hours
23 worked at each hourly rate by the employee. Here, as a result of the allegations above, Defendant
24 has failed to furnish Plaintiff and all aggrieved employees accurate itemized wage statements that
25 show total hours worked by the employee and all applicable hourly rates in effect during the pay
26 period and the corresponding number of hours worked at each hourly rate by the employee
27 pursuant to Labor Code §§ 226(a)(2) and (9). Thus, Plaintiff is an aggrieved employee within the
28 meaning PAGA and Defendant has violated Labor Code § 226(a) with respect to Plaintiff and all

1 aggrieved employees.

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

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

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

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

23 a. \$100 for the initial violation per employee per pay period; and

24 b. \$200 for each subsequent violation per employee per pay period.

25 104. These penalties will be allocated 75% to the Labor & Workforce Development
26 Agency and 25% to the affected employees.

27 105. On June 20, 2024, Plaintiff electronically filed a PAGA Claim Notice to the
28 LWDA, via the State of California Labor and Workforce Development Agency / Department of

1 Industrial Relations website (<https://dir.tfaforms.net/308>) and mailed by certified mail, return
2 receipt requested, to Defendant setting forth the specific facts and theories of the violations alleged
3 against Defendants, as prescribed by Labor Code §2698 *et seq.* (Exhibit “1”.) Plaintiff received
4 electronic confirmation of Plaintiff’s submission of the PAGA Claim Notice upon filing to the
5 LWDA. (Exhibit “2”.) On August 12, 2025, Plaintiff submitted an amended letter to the LWDA
6 for violations of Labor Code §226.7 against Defendant (Exhibit “3”.) Plaintiff obtained an e-filing
7 confirmation from the LWDA confirming receipt of the amended notice (Exhibit “4”).

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

12 **PRAYER FOR RELIEF**

13 WHEREFORE, Plaintiff prays for the following relief:

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

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

20 3. For penalties pursuant to Labor Code § 226(e) for violation of Labor Code § 226(a)
21 in the amount of fifty dollars (\$50) for the initial pay period in which a violation occurs and one
22 hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding
23 an aggregate penalty of four thousand dollars (\$4,000);

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

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

27 6. An order enjoining Defendant and its agents, servants, and employees, and all
28 persons acting under, in concert with, or for it from providing Plaintiff with proper wages and/or

1 overtime, meal periods, rest periods, accurate itemized wage statements, and wages upon
2 termination/resignation pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194,
3 1199, and IWC 4-2001;

4 7. For restitution for unfair competition pursuant to Business & Professions Code §
5 17200, et seq., including disgorgement or profits, in an amount as may be proven;

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

8 9. For injunctive relief pursuant to Business & Professions Code §17200, *et seq.* to
9 remedy the unfair, unlawful and fraudulent activity alleged above.

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

12 11. An award of prejudgment and post judgment interest;

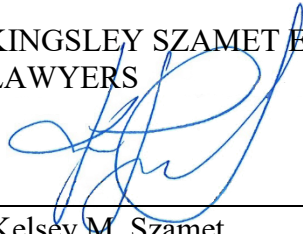
13 12. An award providing for payment of costs of suit;

14 13. An award of attorneys' fees; and

15 14. Such other and further relief as this Court may deem proper and just.

16
17 DATED: August 11, 2026

KINGSLEY SZAMET EMPLOYMENT
LAWYERS

18
19 By: 

20 Kelsey M. Szamet
21 Attorneys for Plaintiff
22
23
24
25
26
27
28

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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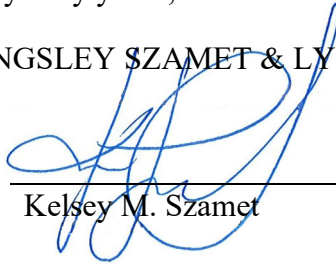
paid all wages due upon their separation from Defendant's employ. As such, Plaintiff is an aggrieved employee and Defendant failed to pay Plaintiff and all aggrieved employees all wages due at the time of termination or within seventy-two (72) hours of their resignation, and have failed to pay those 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.

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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

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

August 12, 2025

Page 2 of 5

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

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

August 12, 2025

Page 4 of 5

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.

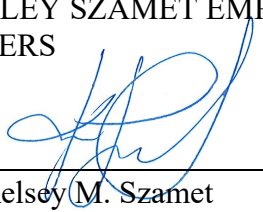
Further, under Labor Code § 2699.3(c), Defendant, if it employed fewer than 100 employees in total during the relevant time period, may cure the alleged violations within thirty-three (33) calendar days of the postmark date of this notice and within that period, may submit to the LWDA a confidential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

Page **5** of **5**

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
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- ☐ 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](#)

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☒ 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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Privacy - Terms

reCAPTCHA helps prevent automated form spam.

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[Click Here](#) to Search Case



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)