

Roxanna Tabatabaeepour (SBN 260187)
Roxanna.Taba@capstonelawyers.com
Ryan Tish (SBN 274284)
Ryan.Tish@capstonelawyers.com
Alexander Wallin (SBN 320420)
Alexander.Wallin@capstonelawyers.com
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, California 90067
Telephone: (310) 556-4811
Facsimile: (310) 943-0396

Attorneys for Plaintiff Miryam Sanchez

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

12/12/2024 8:39:57 AM

Clerk of the Superior Court
By B. Ramirez ,Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

MIRYAM SANCHEZ, individually, and on
behalf of other members of the general
public similarly situated, and as an
aggrieved employee pursuant to the Private
Attorneys General Act ("PAGA"),

Plaintiff,

vs.

KELCOURT PLASTICS, INC., a
California corporation; PPC INDUSTRIES
INC., a Delaware corporation; and DOES 1
through 10, inclusive,

Defendants.

Case No.: 37-2024-00024480-CU-OE-CTL

**FIRST AMENDED CLASS ACTION
COMPLAINT & ENFORCEMENT
ACTION UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE §§ 2698, *ET
SEQ.***

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (Unpaid Minimum Wages);
- (3) Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 (Failure to Provide Meal Periods);
- (4) Violation of California Labor Code §§ 226.7, 516, and 1198 (Failure to Authorize and Permit Rest Periods);
- (5) Violation of California Labor Code §§ 226(a), 1174(d), and 1198 (Non-Compliant Wage Statements and Failure to Maintain Payroll Records);
- (6) Violation of California Labor Code §§ 226(b)-(c), 432, 1198, and 1198.5 (Failure to Produce Employment Records);
- (7) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination);
- (8) Violation of California Labor Code § 204 (Failure to Timely Pay Wages During Employment);

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

- (9) Violation of California Labor Code § 2802 (Unreimbursed Business Expenses);
- (10) Civil Penalties for Violations of California Labor Code, Pursuant to PAGA, §§ 2698, *et seq.*;
- (11) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unlawful Business Practices); and
- (12) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unfair Business Practices)

Jury Trial Demanded

1 Plaintiff Miryam Sanchez, individually and on behalf of all other members of the public
2 similarly situated, and as an aggrieved employee and on behalf of all other aggrieved employees,
3 alleges as follows:

4 JURISDICTION AND VENUE

5 1. This class action is brought pursuant to California Code of Civil Procedure
6 section 382 and California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil
7 penalties and any other available relief on behalf of Plaintiff, the State of California, and other
8 current and former employees who worked for Defendants in California as non-exempt, hourly
9 paid employees and received at least one wage statement and against whom one or more
10 violations of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision
11 regulating hours and days of work in the applicable Industrial Welfare Commission (“IWC”)
12 Wage Order were committed, as set forth in this complaint. The monetary damages, penalties,
13 and restitution sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court
14 and will be established according to proof at trial. This Court has jurisdiction over this action
15 pursuant to the California Constitution, Article VI, section 10. The statutes under which this
16 action is brought do not specify any other basis for jurisdiction. Plaintiff’s share of damages,
17 penalties, and other relief sought in this action does not exceed \$75,000.

18 2. This Court has jurisdiction over Defendants because Defendants are either
19 citizens of California, have sufficient minimum contacts in California, or otherwise
20 intentionally avail themselves of the California market so as to render the exercise of jurisdiction
21 over them by the California courts consistent with traditional notions of fair play and substantial
22 justice. There is no basis for federal diversity jurisdiction in this action because there is no
23 complete diversity, and this case falls within the statutory exceptions to “minimal diversity”
24 jurisdiction under the Class Action Fairness Act, 28 U.S.C. § 1332(d)(4). Upon information
25 and belief, two-thirds or more of the class members and Defendants are citizens of California
26 and/or (a) two-thirds of the class members and Defendants are citizens of California; (b) the
27 alleged wage and hour violations occurred in California; (c) significant relief is being sought
28 against Defendants whose violations of California wage and hour laws form a significant basis

1 for Plaintiff's claims; and (d) no other class action has been filed within the past three (3) years
2 on behalf of the same proposed class against Defendants asserting the same or similar factual
3 allegations.

4 3. Venue is proper in this Court, because Defendants employ persons within the
5 County of San Diego, and have violated the requirements of the California Labor Code and
6 applicable IWC Wage Order in this county which give rise to the penalties sought in this action.
7 Cal. Code Civ. P. § 393. Specifically, Defendants have violated the requirements of the
8 California Labor Code and applicable Wage Order in at least one location within the County of
9 San Diego, including Defendants' facility in San Diego (2189 Britannia Boulevard, San Diego,
10 California 92154). Pursuant to California Civil Code of Procedure section 393, venue is proper
11 for the recovery of a penalty or forfeiture imposed by statute in the county in which the cause,
12 or some part of the cause, arose. Because Defendants have employees in San Diego County
13 and Plaintiff could bring this action to recover penalties in San Diego County, venue is proper.

14 **THE PARTIES**

15 4. Plaintiff Miryam Sanchez is a resident of San Clemente, in Orange County,
16 California. Defendants employed Plaintiff as an hourly paid, non-exempt employee from
17 approximately September 2021 to December 2023. Plaintiff worked for Defendants as a
18 Production Operator and Quality Technician at their facility in San Clemente, California.
19 During her employment, Plaintiff typically worked eight (8) hours or more per day and five (5)
20 days or more per week. At the time Plaintiff's employment with Defendants ended, she was
21 compensated approximately \$19.06 per hour. Plaintiff's primary job duties included, without
22 limitation, performing and documenting inspections, checks, tests, and sampling procedures
23 during the manufacturing processes of medical tubing extrusion devices; performing line
24 clearance for removal of all previous products, components, and foreign materials; and reporting
25 manufacturing operations non-conformances to supervisors.

26 5. KELCOURT PLASTICS, INC. was and is, upon information and belief, a
27 California corporation, and at all times hereinafter mentioned, an employer whose employees
28 are engaged throughout this county and the State of California.

1 6. PPC INDUSTRIES INC. was and is, upon information and belief, a Delaware
2 corporation, and at all times hereinafter mentioned, an employer whose employees are engaged
3 throughout this county and the State of California.

4 7. Plaintiff is unaware of the true names or capacities of the Defendants sued herein
5 under the fictitious names DOES 1 through 10, but will seek leave of this Court to amend the
6 complaint and serve such fictitiously named Defendants once their names and capacities
7 become known.

8 8. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
9 were the partners, agents, owners, or managers of KELCOURT PLASTICS, INC. and PPC
10 INDUSTRIES INC. at all relevant times.

11 9. Plaintiff is informed and believes, and thereon alleges, that each and all of the
12 acts and omissions alleged herein was performed by, or is attributable to KELCOURT
13 PLASTICS, INC.; PPC INDUSTRIES INC.; and/or DOES 1 through 10 (collectively,
14 “Defendants” or “KELCOURT”), each acting as the agent, employee, alter ego, and/or joint
15 venturer of, or working in concert with, each of the other co-Defendants and was acting within
16 the course and scope of such agency, employment, joint venture, or concerted activity with legal
17 authority to act on the others’ behalf. The acts of any and all Defendants were in accordance
18 with, and represent, the official policy of Defendants.

19 10. At all relevant times, Defendants, and each of them, ratified each and every act
20 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
21 and abetted the acts and omissions of each and all the other Defendants in proximately causing
22 the damages herein alleged.

23 11. Plaintiff is informed and believes, and thereon alleges, that each of said
24 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
25 omissions, occurrences, and transactions alleged herein.

26 12. Under California law, Defendants are jointly and severally liable as employers
27 for the violations alleged herein because they have each exercised sufficient control over the
28 wages, hours, working conditions, and employment status of Plaintiff and class members. Each

1 Defendant had the power to hire and fire Plaintiff and class members, supervised and controlled
2 their work schedule and/or conditions of employment, determined their rate of pay, and
3 maintained their employment records. Defendants suffered or permitted Plaintiff and class
4 members to work and/or “engaged” Plaintiff and class members so as to create a common-law
5 employment relationship. As joint employers of Plaintiff and class members, Defendants are
6 jointly and severally liable for the civil penalties and all other relief available to Plaintiff and
7 class members under the law.

8 13. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,
9 Defendants, and each of them, have acted as joint employers with respect to Plaintiff and class
10 members because Defendants have:

- 11 (a) jointly exercised meaningful control over the work performed by Plaintiff
12 and class members;
- 13 (b) jointly exercised meaningful control over Plaintiff’s and class members’
14 wages, hours, and working conditions, including the quantity, quality
15 standards, speed, scheduling, and operative details of the tasks performed
16 by Plaintiff and class members;
- 17 (c) jointly required that Plaintiff and class members perform work which is
18 an integral part of Defendants’ businesses; and
- 19 (d) jointly exercised control over Plaintiff and class members as a matter of
20 economic reality in that Plaintiff and class members were dependent on
21 Defendants, who shared the power to set the wages of Plaintiff and class
22 members and determined their working conditions, and who jointly
23 reaped the benefits from the underpayment of their wages and
24 noncompliance with other statutory provisions governing their
25 employment.

26 14. Plaintiff is informed and believes, and thereon alleges, that at all relevant times
27 there has existed a unity of interest and ownership between Defendants such that any
28 individuality and separateness between the entities has ceased.

1 15. KELCOURT PLASTICS, INC.; PPC INDUSTRIES INC.; and DOES 1 through
2 10 are therefore alter egos of each other.

3 16. Adherence to the fiction of the separate existence of Defendants would permit an
4 abuse of the corporate privilege, and would promote injustice by protecting Defendants from
5 liability for the wrongful acts committed by them under the name KELCOURT.

6 17. Plaintiff further alleges, upon information and belief, that Defendants
7 KELCOURT PLASTICS, INC. and PPC INDUSTRIES INC. are alter egos of each other for
8 the following reasons:

9 (a) According to their most recent “Statement of Information” forms filed
10 with the California Secretary of State, KELCOURT PLASTICS, INC.
11 and PPC INDUSTRIES INC. share the officers and/or directors,
12 including, but not limited to: John Wolf as Chief Executive Officer of
13 KELCOURT PLASTICS, INC. and PPC INDUSTRIES INC.;

14 (b) According to the California Secretary of State’s website
15 (<https://bizfileonline.sos.ca.gov/>), KELCOURT PLASTICS, INC. and
16 PPC INDUSTRIES INC. share the same agent for service of process, C
17 T CORPORATION SYSTEM; and

18 (c) On information and belief, KELCOURT PLASTICS, INC. and PPC
19 INDUSTRIES INC. utilize the same standardized employment forms and
20 issue the same employment policies.

21 **GENERAL ALLEGATIONS**

22 18. Defendants design, develop, and manufacture specialty medical components,
23 with at least two (2) facilities in California. Upon information and belief, Defendants maintain
24 a single, centralized Human Resources (“HR”) department at their company headquarters in
25 San Clemente, California or Pleasant Prairie, Wisconsin, which is responsible for the recruiting
26 and hiring of new employees, and communicating and implementing Defendants’ company-
27 wide policies, including timekeeping policies and meal and rest period policies, to employees
28 throughout California.

1 19. In particular, Plaintiff and class members, on information and belief, received
2 the same standardized documents and/or written policies. Upon information and belief, the
3 usage of standardized documents and/or written policies, including new-hire documents,
4 indicate that Defendants dictated policies at the corporate level and implemented them
5 company-wide, regardless of their employees' assigned locations or positions. Upon
6 information and belief, Defendants set forth uniform policies and procedures in several
7 documents provided at an employee's time of hire.

8 20. Upon information and belief, Defendants maintain a centralized Payroll
9 department at their company headquarters in San Clemente, California or Pleasant Prairie,
10 Wisconsin, which processes payroll for all non-exempt, hourly paid employees working for
11 Defendants at their various locations in California, including Plaintiff and class members.
12 Based upon information and belief, Defendants issue the same formatted wage statements to all
13 non-exempt, hourly paid employees in California, irrespective of their work locations. Upon
14 information and belief, Defendants process payroll for departing employees in the same manner
15 throughout the State of California, regardless of the manner in which each employee's
16 employment ends.

17 21. Defendants continue to employ non-exempt or hourly paid employees in
18 California.

19 22. Plaintiff is informed and believes, and thereon alleges, that at all times herein
20 mentioned, Defendants were advised by skilled lawyers and other professionals, employees and
21 advisors knowledgeable about California labor and wage law, employment and personnel
22 practices, and about the requirements of California law.

23 23. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and class
24 members were not paid for all hours worked because all hours worked were not recorded.

25 24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
26 should have known that Plaintiff and class members were entitled to receive certain wages for
27 overtime compensation and that they were not receiving certain wages for overtime
28 compensation.

1 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
2 should have known that Plaintiff and class members were entitled to receive at least minimum
3 wages for compensation and that they were not receiving at least minimum wages for work that
4 was required to be done off-the-clock. In violation of the California Labor Code, Plaintiff and
5 class members were not paid at least minimum wages for work done off-the-clock.

6 26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
7 should have known that Plaintiff and class members were entitled to meal periods in accordance
8 with the California Labor Code and applicable IWC Wage Order or payment of one (1)
9 additional hour of pay at their regular rates of pay when they were not provided with timely,
10 uninterrupted, thirty (30) minute meal periods and that Plaintiff and class members were not
11 provided with all meal periods or payment of one (1) additional hour of pay at their regular rates
12 of pay when they did not receive a timely, uninterrupted, thirty (30) minute meal period.

13 27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
14 should have known that Plaintiff and class members were entitled to rest periods in accordance
15 with the California Labor Code and applicable IWC Wage Order or payment of one (1)
16 additional hour of pay at their regular rates of pay when they were not authorized and permitted
17 to take a compliant rest period and that Plaintiff and class members were not authorized and
18 permitted to take compliant rest periods or provided with payment of one (1) additional hour of
19 pay at their regular rates of pay when they were not authorized and permitted to take a compliant
20 rest period.

21 28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
22 should have known that Plaintiff and class members were entitled to receive complete and
23 accurate wage statements in accordance with California law. In violation of the California
24 Labor Code, Plaintiff and class members were not provided complete and accurate wage
25 statements.

26 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
27 should have known that they had a duty to maintain accurate and complete payroll records in
28 accordance with the California Labor Code and applicable IWC Wage Order, but willfully,

1 knowingly, and intentionally failed to do so.

2 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
3 should have known that they were required to comply with requests from Plaintiff and class
4 members to inspect or receive a copy of their personnel and other employment records,
5 including copies of instruments that they had signed, within the statutory time limits in
6 accordance with the California Labor Code and applicable IWC Wage Order, but failed to do
7 so.

8 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
9 should have known that Plaintiff and class members were entitled to timely payment of all
10 wages earned upon termination of employment. In violation of the California Labor Code,
11 Plaintiff and class members did not receive payment of all wages due, including, but not limited
12 to, overtime wages, minimum wages, and/or meal and rest period premiums, within permissible
13 time periods.

14 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
15 should have known that Plaintiff and class members were entitled to timely payment of wages
16 during their employment. In violation of the California Labor Code, Plaintiff and class members
17 did not receive payment of all wages, including, but not limited to, overtime wages, minimum
18 wages, and/or meal and rest period premiums, within permissible time periods.

19 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
20 should have known that Plaintiff and class members were entitled to receive full reimbursement
21 for all business-related expenses and costs they incurred during the course and scope of their
22 employment and that they did not receive full reimbursement of applicable business-related
23 expenses and costs incurred.

24 34. Plaintiff is informed and believes, and thereon alleges, that at all times herein
25 mentioned, Defendants knew or should have known that Defendants had a duty to provide
26 Plaintiff and class members with written notice of the material terms of their employment with
27 Defendants as required by the California Wage Theft Prevention Act, but failed to do so.

28 35. Plaintiff is informed and believes, and thereon alleges, that at all times herein

mentioned, that Defendants knew or should have known that they had a duty to provide Plaintiff and class members with safety devices and safeguards to protect their life, health, and safety in the workplace, but failed to do so.

36. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants knew or should have known that they had a duty to compensate Plaintiff and class members for all hours worked, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiff and class members that they were properly denied wages, all in order to increase Defendants' profits.

PAGA REPRESENTATIVE ALLEGATIONS

37. At all times herein set forth, PAGA provides that any provision of law under the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency ("LWDA") for violations of the California Labor Code and applicable IWC Wage Order may, as an alternative, be recovered by aggrieved employees in a civil action brought on behalf of themselves and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

38. PAGA defines an "aggrieved employee" in Labor Code section 2699(c) as "any person who was employed by the alleged violator and against whom one or more of the alleged violations was committed."

39. Plaintiff and other current and former employees of Defendants are "aggrieved employees" as defined by Labor Code section 2699(c) in that they are all Defendants' current or former employees and one or more of the alleged violations were committed against them.

40. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee, including Plaintiff, may pursue a civil action arising under PAGA after the following requirements have been met:

- (a) The aggrieved employee or representative shall give written notice by online filing with the LWDA and by certified mail to the employer of the specific provisions of the California Labor Code alleged to have been

1 violated, including the facts and theories to support the alleged violation.

2 (b) An aggrieved employee's notice filed with the LWDA pursuant to
3 2699.3(a) and any employer response to that notice shall be accompanied
4 by a filing fee of seventy-five dollars (\$75).

5 (c) The LWDA shall notify the employer and the aggrieved employee or
6 representative by certified mail that it does not intend to investigate the
7 alleged violation ("LWDA Notice") within sixty (60) calendar days of the
8 postmark date of the aggrieved employee's notice. Upon receipt of the
9 LWDA Notice, or if no LWDA Notice is provided within sixty-five (65)
10 calendar days of the postmark date of the aggrieved employee's notice,
11 the aggrieved employee may commence a civil action pursuant to
12 California Labor Code section 2699 to recover civil penalties.

13 41. Pursuant to California Labor Code section 2699.3(c), aggrieved employees,
14 through Plaintiff, may pursue a civil action arising under PAGA for violations of any provision
15 other than those listed in Section 2699.5 after the following requirements have been met:

16 (a) The aggrieved employee or representative shall give written notice by
17 online filing with the LWDA and by certified mail to the employer of the
18 specific provisions of the California Labor Code alleged to have been
19 violated (other than those listed in Section 2699.5), including the facts
20 and theories to support the alleged violation.

21 (b) An aggrieved employee's notice filed with the LWDA pursuant to
22 2699.3(c) and any employer response to that notice shall be accompanied
23 by a filing fee of seventy-five dollars (\$75).

24 (c) The employer may cure the alleged violation within thirty-three (33)
25 calendar days of the postmark date of the notice sent by the aggrieved
26 employee or representative. The employer shall give written notice
27 within that period of time by certified mail to the aggrieved employee or
28 representative and by online filing with the LWDA if the alleged violation

1 is cured, including a description of actions taken, and no civil action
2 pursuant to Section 2699 may commence. If the alleged violation is not
3 cured within the 33-day period, the aggrieved employee may commence
4 a civil action pursuant to Section 2699.

5 42. On June 17, 2024, Plaintiff provided written notice by online filing to the LWDA
6 and by Certified Mail to Defendants of the specific provisions of the California Labor Code
7 alleged to have been violated, including facts and theories to support the alleged violations, in
8 accordance with California Labor Code section 2699.3. Plaintiff's written notice was
9 accompanied with the applicable filing fee of seventy-five dollars (\$75). The LWDA PAGA
10 Administrator confirmed receipt of Plaintiff's written notice and assigned Plaintiff PAGA Case
11 Number LWDA-CM-1034436-24. On June 18, 2024, Plaintiff filed an amended written notice
12 by online filing to the LWDA and by certified mail to Defendants of the specific provisions of
13 the California Labor Code alleged to have been violated, supplementing and/or clarifying the
14 facts and theories to support the alleged violations set forth in the original LWDA notice, in
15 accordance with California Labor Code section 2699.3. True and correct copies of Plaintiff's
16 written notices to the LWDA and Defendants are attached hereto as "Exhibit 1."

17 43. As of the filing date of this complaint, over 65 days have passed since Plaintiff
18 sent the written notices described above, and the LWDA has not responded that it intends to
19 investigate Plaintiff's claims and Defendants have not cured the violations.

20 44. Thus, Plaintiff has satisfied the administrative prerequisites under California
21 Labor Code sections 2699.3(a)-(c) to recover civil penalties against Defendants for violations
22 of California Labor Code sections 201, 202, 204, 226(a)-(c), 226.7, 432, 510, 512(a), 516,
23 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 1198.5, 2802, 2810.5, 6401, and 6403.

24 45. Labor Code section 558(a) provides "[a]ny employer or other person acting on
25 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
26 provision regulating hours and days of work in any order of the Industrial Welfare Commission
27 shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for
28 each underpaid employee for each pay period for which the employee was underpaid (2)

1 For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for
2 each pay period for which the employee was underpaid” Labor Code section 558(c)
3 provides “[t]he civil penalties provided for in this section are in addition to any other civil or
4 criminal penalty provided by law.”

5 46. Defendants, at all times relevant to this complaint, were employers or persons
6 acting on behalf of an employer(s) who violated Plaintiff’s and other aggrieved employees’
7 rights by violating various sections of the California Labor Code as set forth above.

8 47. As set forth below, Defendants have violated numerous provisions of both the
9 Labor Code sections regulating hours and days of work as well as the applicable IWC Wage
10 Order.

11 48. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a),
12 2699.3(a)-(c), and 2699.5, and section 558, Plaintiff, acting in the public interest as a private
13 attorney general, seeks assessment and collection of civil penalties for herself, all other
14 aggrieved employees, and the State of California against Defendants for violations of California
15 Labor Code sections 201, 202, 204, 226(a)-(c), 226.7, 432, 510, 512(a), 516, 1174(d), 1182.12,
16 1194, 1197, 1197.1, 1198, 1198.5, 2802, 2810.5, 6401, and 6403.

17 **CLASS ACTION ALLEGATIONS**

18 49. Plaintiff brings this action on her own behalf, as well as on behalf of each and all
19 other persons similarly situated, and thus seeks class certification under California Code of Civil
20 Procedure section 382.

21 50. All claims alleged herein arise under California law for which Plaintiff seeks
22 relief authorized by California law.

23 51. Plaintiff’s proposed class consists of and is defined as follows:

24 All persons who worked for Defendants as non-exempt, hourly
25 paid employees in California, at any time from March 12, 2023,
until the date of trial (“Class”).

26 52. Plaintiff’s proposed subclass consists of and is defined as follows:

27 All persons who worked for Defendants as non-exempt, hourly
28 paid employees in California and who received at least one wage
statement within one (1) year prior to the filing of the initial

complaint until the date of trial (“Subclass”).

53. Members of the Class and Subclass are referred to herein as “class members.”

54. Plaintiff reserves the right to redefine the Class and Subclass and to add additional subclasses as appropriate based on further investigation, discovery, and specific theories of liability.

55. There are common questions of law and fact as to class members that predominate over questions affecting only individual members, including, but not limited to:

- (a) Whether Defendants required Plaintiff and class members to work over eight (8) hours per day, over twelve (12) hours per day, or over forty (40) hours per week and failed to pay all legally required overtime compensation to Plaintiff and class members;
- (b) Whether Defendants failed to pay Plaintiff and class members at least minimum wages for all hours worked;
- (c) Whether Defendants failed to provide Plaintiff and class members with meal periods;
- (d) Whether Defendants failed to authorize and permit Plaintiff and class members to take rest periods;
- (e) Whether Defendants provided Plaintiff and class members with complete and accurate wage statements as required by California Labor Code section 226(a);
- (f) Whether Defendants maintained accurate payroll records as required by California Labor Code section 1174(d);
- (g) Whether Defendants failed to produce copies or allow inspection of employees’ own personnel and other employment records, including copies of instruments signed, upon written request within the statutory time limits;
- (h) Whether Defendants failed to pay earned overtime wages, minimum wages, and/or meal and rest period premiums, due to Plaintiff and class

members upon their discharge;

- (i) Whether Defendants failed timely to pay overtime wages, minimum wages, and/or meal and rest period premiums, due to Plaintiff and class members during their employment;
- (j) Whether Defendants failed to reimburse Plaintiff and class members for necessary and required business-related expenditures and/or losses incurred by them in the scope of their employment;
- (k) Whether Defendants failed to provide written notice of information material to Plaintiff's and class members' employment with Defendants;
- (l) Whether Defendants failed to provide Plaintiff and class members with safety devices and safeguards, such as personal protective equipment;
- (m) Whether Defendants engaged in unlawful and unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*; and
- (n) The appropriate amount of damages, restitution, or monetary penalties resulting from Defendants' violations of California law.

56. There is a well-defined community of interest in the litigation and the class members are readily ascertainable:

- (a) Numerosity: The class members are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than one hundred (100) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.
- (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each class member with whom she has a well-defined community of interest, and Plaintiff's claims (or defenses, if any) are typical of all class members as demonstrated herein.

1 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect
2 the interests of each class member with whom she has a well-defined
3 community of interest and typicality of claims, as demonstrated herein.
4 Plaintiff acknowledges that he has an obligation to make known to the
5 Court any relationship, conflicts or differences with any class member.
6 Plaintiff's attorneys, the proposed class counsel, are versed in the rules
7 governing class action discovery, certification, and settlement. Plaintiff
8 has incurred, and throughout the duration of this action, will continue to
9 incur costs and attorneys' fees that have been, are, and will be necessarily
10 expended for the prosecution of this action for the substantial benefit of
11 each class member.

12 (d) Superiority: The nature of this action makes the use of class action
13 adjudication superior to other methods. A class action will achieve
14 economies of time, effort, and expense as compared with separate
15 lawsuits, and will avoid inconsistent outcomes because the same issues
16 can be adjudicated in the same manner and at the same time for the entire
17 class.

18 (e) Public Policy Considerations: Employers in the State of California
19 violate employment and labor laws every day. Current employees are
20 often afraid to assert their rights out of fear of direct or indirect retaliation.
21 Former employees are fearful of bringing actions because they believe
22 their former employers might damage their future endeavors through
23 negative references and/or other means. Class actions provide the class
24 members who are not named in the complaint with a type of anonymity
25 that allows for the vindication of their rights while simultaneously
26 protecting their privacy.

27 ///

28 ///

1 **FIRST CAUSE OF ACTION**

2 **Violation of California Labor Code §§ 510 and 1198—Unpaid Overtime**

3 **(Against all Defendants)**

4 57. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
5 and every allegation set forth above.

6 58. Labor Code section 1198 makes it illegal to employ an employee under
7 conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor
8 Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission
9 shall be the . . . standard conditions of labor for employees. The employment of any employee
10 . . . under conditions of labor prohibited by the order is unlawful.”

11 59. California Labor Code section 1198 and the applicable IWC Wage Order provide
12 that it is unlawful to employ persons without compensating them at a rate of pay either time-
13 and-one-half or two-times that person’s regular rate of pay, depending on the number of hours
14 worked by the person on a daily or weekly basis.

15 60. Specifically, the applicable IWC Wage Order provides that Defendants are and
16 were required to pay Plaintiff and class members working more than eight (8) hours in a day or
17 more than forty (40) hours in a workweek, at the rate of time and one-half (1 ½) for all hours
18 worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

19 61. The applicable IWC Wage Order further provides that Defendants are and were
20 required to pay Plaintiff and class members working more than twelve (12) hours in a day,
21 overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s
22 regular rate of pay includes all remuneration for employment paid to, or on behalf of, the
23 employee, including nondiscretionary bonuses and incentive pay.

24 62. California Labor Code section 510 codifies the right to overtime compensation
25 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
26 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh
27 (7th) day of work, and to overtime compensation at twice the employee’s regular rate of pay for
28 hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on

1 the seventh (7th) day of work.

2 63. During the relevant time period, Defendants willfully failed to pay all overtime
3 wages owed to Plaintiff and class members. During the relevant time period, Plaintiff and class
4 members were not paid overtime premiums for all of the hours they worked in excess of eight
5 (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours
6 in a week, because all hours worked were not recorded.

7 64. First, during the relevant time period, Defendants had, and continue to have, a
8 company-wide policy and/or practice of discouraging and impeding Plaintiff and class members
9 from recording hours worked that were outside of their scheduled shifts in order to limit the
10 amount of overtime employees could accrue. On information and belief, this policy of limiting
11 overtime, coupled with Defendants' practices of understaffing and assigning heavy workloads
12 (*see infra*), led Plaintiff and class members to work off-the-clock outside of their scheduled
13 shifts or on their days off in order to complete their assigned tasks. For example, at least once
14 per month, Plaintiff was required to spend approximately two (2) hours performing work-related
15 administrative tasks, such as completing quality assurance auditing paperwork, while at home
16 on her days off, but was not compensated for this this time spent working. Thus, Defendants
17 failed to track all of the time that employees spent performing work-related tasks outside of
18 their shifts, and Plaintiff and class members received no compensation for this time.

19 65. Moreover, Defendants had, and continue to have, a company-wide policy and/or
20 practice of requiring Plaintiff and class members to complete mandatory training modules, but
21 did not permit them to complete them during their shifts. For example, Plaintiff was required
22 to complete a training module while she was at home, which consisted of watching videos on
23 Defendants' company policies, which took about two (2) hours to complete. However, upon
24 information and belief, Defendants only agreed to pay Plaintiff for one (1) hour of pay to
25 complete the mandatory training. Thus, Defendants failed to track all the time Plaintiff and
26 class members spent completing the mandatory training modules, and Plaintiff and class
27 members received no compensation for this time.

28 66. Second, as stated, Defendants had, and continue to have, company-wide policies

1 and/or practices of understaffing their locations while assigning heavy workloads, including
2 pressuring employees to meet production deadlines and time-sensitive quality assurance
3 verifications. Defendants' policies and/or practices resulted in a failure to provide Plaintiff and
4 class members with adequate meal period coverage, and thus, Plaintiff and class members were
5 not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled
6 to receive a meal period. Defendants also had a practice of failing to schedule meal periods
7 which, in conjunction with the assignment of heavy workloads, further caused Plaintiff and class
8 members to not be relieved of their duties for compliant meal periods. For example, Plaintiff
9 was required to perform multiple, time sensitive inspections of Defendants' production lines,
10 on a daily basis, which often caused Plaintiff to work through her meal periods, due to lack of
11 coverage and heavy workload. Additionally, and for the same reasons, Plaintiff was regularly
12 required to work through her meal periods in order to complete rush quality assurance
13 verifications, typically when Defendants' high-priority clients placed urgent orders. As another
14 example, Plaintiff's meal periods were frequently interrupted by requests from Defendants' shift
15 leads to discuss the status of audits, cutting her meal break short by 15 minutes. Consequently,
16 Plaintiff and class members were required to work through their meal periods and/or had their
17 meal periods interrupted or cut short in order to complete their assigned duties, time for which
18 they were not paid.

19 67. Additionally, on information and belief, because Defendants frowned upon
20 employees accruing meal period penalties, Defendants' management pressured employees to
21 clock out for meal periods to reflect compliant meal periods, regardless of whether they had
22 received a compliant meal period or not, in order to strictly limit meal penalties that would need
23 to be paid by Defendants. Thus, Defendants did not record all hours worked during meal
24 periods, and Plaintiff and class members performed work during meal periods for which they
25 were not paid.

26 68. Defendants knew or should have known that as a result of these company-wide
27 practices and/or policies, Plaintiff and class members were performing their assigned duties off-
28 the-clock outside of their shifts and during meal periods, and were suffered or permitted to

1 perform work for which they were not paid. Because Plaintiff and class members worked shifts
2 of eight (8) hours or more a day, or forty (40) hours a week or more, some of this off-the-clock
3 work qualified for overtime premium pay. Therefore, Plaintiff and class members were not paid
4 overtime wages for all of the overtime hours they actually worked.

5 69. Defendants' failure to pay Plaintiff and class members the balance of overtime
6 compensation as required by California law, violates the provisions of California Labor Code
7 sections 510 and 1198. Pursuant to California Labor Code section 1194, Plaintiff and class
8 members are entitled to recover from Defendants their unpaid overtime compensation, as well
9 as interest, costs, and attorneys' fees.

10 **SECOND CAUSE OF ACTION**

11 **Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198—Unpaid** 12 **Minimum Wages** 13 **(Against all Defendants)**

14 70. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
15 and every allegation set forth above.

16 71. At all relevant times, California Labor Code sections 1182.12, 1194, 1197,
17 1197.1, and 1198 provide that the minimum wage for employees fixed by the IWC is the
18 minimum wage to be paid to employees, and the payment of a wage less than the minimum so
19 fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 1-2001 as "the
20 time during which an employee is subject to the control of an employer, and includes all the
21 time the employee is suffered or permitted to work, whether or not required to do so." Cal.
22 Code Regs. tit. 8, § 11010(2)(G) (defining "Hours Worked").

23 72. As set forth above, as a result of Defendants' policy of limiting the amount of
24 overtime employees could accrue, Defendants required Plaintiff and class members to perform
25 work off-the-clock outside of their scheduled shifts to complete work-related tasks, such as
26 completing quality assurance auditing paperwork while at home on days off, and completing
27 mandatory online training modules. Defendants failed to track this time that Plaintiff and class
28 members spent working off-the-clock, and Plaintiff and class members received no

1 compensation for this time.

2 73. Further, as also stated, due to Defendants' policies and/or practices of
3 understaffing their facilities while assigning heavy workloads, including pressure to meet
4 production deadlines and time-sensitive quality assurance verifications, and failing to schedule
5 meal periods, Plaintiff and class members were impeded from taking all uninterrupted meal
6 periods to which they were entitled and were required to work off-the-clock during meal
7 periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties
8 during unpaid meal periods.

9 74. Also, as stated above, on information and belief, because Defendants frowned
10 upon employees accruing meal period penalties, Defendants' managers pressured employees to
11 clock out for meal periods to reflect compliant meal periods, even when they did not receive a
12 compliant meal period. Thus, Defendants systematically failed to pay Plaintiff and class
13 members for actual hours worked during unpaid meal periods because these hours were not
14 always correctly recorded.

15 75. Defendants did not pay minimum wages for all hours worked by Plaintiff and
16 class members. To the extent that these off-the-clock hours did not qualify for overtime
17 premium payment, Defendants did not pay at least minimum wages for those hours worked off-
18 the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

19 76. Defendants' failure to pay Plaintiff and class members minimum wages violates
20 California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Pursuant to California
21 Labor Code section 1194.2, Plaintiff and class members are entitled to recover from Defendants
22 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

23 **THIRD CAUSE OF ACTION**

24 **Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198—Meal Period**

25 **Violations**

26 **(Against all Defendants)**

27 77. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
28 and every allegation set forth above.

1 78. At all relevant times herein set forth, California Labor Code section 512(a)
2 provides that an employer may not require, cause, or permit an employee to work for a period
3 of more than five (5) hours per day without providing the employee with a meal period of not
4 less than thirty (30) minutes, except that if the total work period per day of the employee is not
5 more than six (6) hours, the meal period may be waived by mutual consent of both the employer
6 and the employee. Under California law, first meal periods must start after no more than five
7 hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

8 79. At all relevant times herein set forth, California Labor Code sections 226.7,
9 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
10 meal period mandated by an applicable order of the IWC.

11 80. At all relevant times herein set forth, Labor Code sections 226.7 and 512(a), and
12 the applicable IWC Wage Order also require employers to provide a second meal period of not
13 less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an
14 employee one (1) additional hour of pay at the employee's regular rate, except that if the total
15 hours worked is no more than twelve (12) hours, the second meal period may be waived by
16 mutual consent of the employer and the employee only if the first meal period was not waived.

17 81. First, as stated, Defendants had, and continue to have, company-wide policies
18 and/or practices of understaffing while assigning heavy workloads, including pressuring
19 employees to meet production deadlines and time-sensitive quality assurance verifications,
20 which has resulted in a lack of meal period coverage and prevented Plaintiff and class members
21 from taking all timely, uninterrupted meal periods to which they were entitled. Further, as
22 stated, Defendants had a company-wide practice and/or policy of failing to schedule meal
23 periods, which further caused Plaintiff and class members to not be relieved of their duties for
24 compliant meal periods.

25 82. As a result, Plaintiff and class members had to work through all or part of their
26 meal periods, had their meal periods interrupted, and/or had to wait extended periods of time
27 before taking meal periods. For example, as stated, Plaintiff was often required to work straight
28 through her meal periods in order to complete rush quality assurance verifications or to keep up

1 with time sensitive inspections of Defendants' production lines; and had her meal periods
2 interrupted by requests from Defendants' shift leads to discuss the status of audits.
3 Additionally, Plaintiff sometimes took her meal periods late, after the fifth hour of work, and as
4 late as the seventh hour of work, due to the lack of coverage.

5 83. Second, as stated above, on information and belief, because Defendants frowned
6 upon employees accruing meal period penalties, Defendants' management pressured Plaintiff
7 and class members to clock out for meal periods to reflect compliant meal periods, even when
8 they did not receive a compliant meal period. For example, Plaintiff was required to clock out
9 for her first meal periods to record that she had received compliant meal periods on shifts when
10 he had not, in fact, received these timely, uninterrupted meal periods. Plaintiff and class
11 members did not sign valid meal period waivers on days that they were entitled to meal periods
12 and were not relieved of all duties.

13 84. At all times herein mentioned, Defendants knew or should have known that, as a
14 result of these policies, Plaintiff and class members were prevented from being relieved of all
15 duties and required to perform some of their assigned duties during meal periods. Defendants
16 further knew or should have known that Defendants did not pay Plaintiff and class members
17 meal period premiums when meal periods were missed, shortened, interrupted, and/or late.

18 85. Moreover, Defendants engaged in a company-wide practice and/or policy of not
19 paying meal period premiums owed when compliant meal periods are not provided. Because
20 of this practice and/or policy, Plaintiff and class members have not received premium pay for
21 missed, late, and interrupted meal periods. As a result, Defendants failed to provide Plaintiff
22 and class members compliant meal periods in violation of California Labor Code sections 226.7,
23 512(a), and 516 and failed to pay the full meal period premiums due.

24 86. Defendants' conduct violates the applicable IWC Wage Order, and California
25 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and class members are therefore
26 entitled to recover from Defendants one (1) additional hour of pay at the employee's regular
27 rate of compensation for each work day that the meal period was not provided.

28 ///

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

FOURTH CAUSE OF ACTION
Violation of California Labor Code §§ 226.7, 516, and 1198—Rest Period Violations
(Against all Defendants)

87. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

88. At all relevant times herein set forth, the applicable IWC Wage Order and California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff’s and class members’ employment by Defendants.

89. At all relevant times, the applicable IWC Wage Order provides that “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period” and that the “rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof” unless the total daily work time is less than three and one-half (3 ½) hours.

90. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must “relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest.” *Augustus v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016). California Labor Code section 226.7 and the applicable IWC Wage Order also provide that rest periods shall be counted as hours worked for which there shall be no deduction from wages.

91. Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(c), Plaintiff and class members are entitled to recover from Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a required rest period was not authorized and permitted.

1 92. During the relevant time period, Defendants regularly failed to authorize and
2 permit Plaintiff and class members to take a ten (10) minute rest period per each four (4) hour
3 period worked or major fraction thereof. As with meal periods, Defendants' company-wide
4 practices, including understaffing and assigning heavy workloads, prevented Plaintiff and class
5 members from being relieved of all duty to take rest periods. Additionally, Defendants failed
6 to schedule rest periods, which, coupled with Defendants' failure to provide adequate rest period
7 coverage, further led to Plaintiff and class members not being authorized and permitted to take
8 rest periods.

9 93. Furthermore, on information and belief, Defendants maintained a company-wide
10 on-premises rest period policy, which mandated that Plaintiff and class members remain on the
11 premises during their rest periods. Specifically, Defendants' managers erroneously informed
12 employees that should they leave Defendants' premises during rest periods, they were to only
13 go as far as Defendants' parking lot area. Because Plaintiff and class members were effectively
14 restricted from leaving the premises during rest periods, they were denied the ability to use their
15 rest periods freely for their own purposes, such as completing personal errands. Thus,
16 Defendants effectively maintained control over Plaintiff and class members during rest periods.

17 94. As a result of Defendants' practices and policies, Plaintiff and class members
18 worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without
19 receiving all uninterrupted rest periods to which they were entitled. For example, Plaintiff
20 regularly missed one (1) rest period she was entitled to per day, due to the lack of coverage and
21 Defendants' failure to schedule rest periods for employees.

22 95. Defendants have also engaged in a company-wide practice and/or policy of not
23 paying rest period premiums owed when compliant rest periods are not authorized and
24 permitted. Because of this practice and/or policy, Plaintiff and class members have not received
25 premium pay for all missed rest periods.

26 96. Defendants' conduct violates the applicable IWC Wage Order and California
27 Labor Code sections 226.7, 516, and 1198. Plaintiff and class members are therefore entitled
28 to recover from Defendants one (1) additional hour of pay at the employee's regular rate of

1 compensation for each work day that a compliant rest period was not authorized and permitted.

2 **FIFTH CAUSE OF ACTION**

3 **Violation of California Labor Code §§ 226(a), 1174(d), and 1198—Non-Compliant Wage**
4 **Statements and Failure to Maintain Accurate Payroll Records**
5 **(Against all Defendants)**

6 97. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
7 and every allegation set forth above.

8 98. At all relevant times herein set forth, California Labor Code section 226(a)
9 provides that every employer shall furnish each of his or her employees an accurate and
10 complete itemized wage statement in writing, including, but not limited to, the name and address
11 of the legal entity that is the employer, the inclusive dates of the pay period, total hours worked,
12 and all applicable rates of pay.

13 99. At all relevant times, Defendants have knowingly and intentionally provided
14 Plaintiff and Subclass members with uniform, incomplete, and inaccurate wage statements. For
15 example, Defendants issued uniform wage statements to Plaintiff and Subclass members that
16 fail to correctly list: gross wages earned; total hours worked; net wages earned; the address of
17 the legal entity that is the employer; and all applicable hourly rates in effect during the pay
18 period, including rates of pay for overtime wages, and the corresponding number of hours
19 worked at each hourly rate. Specifically, Defendants violated sections 226(a)(1), 226(a)(2),
20 226(a)(5), 226(a)(8), and 226(a)(9).

21 100. Because Defendants did not record the time Plaintiff and Subclass members spent
22 working off the clock, Defendants did not list the correct amount of gross wages and net wages
23 earned by Plaintiff and Subclass members in compliance with sections 226(a)(1) and 226(a)(5).
24 For the same reason, Defendants failed to accurately list the total number of hours worked by
25 Plaintiff and Subclass members, in violation of section 226(a)(2), and failed to list the applicable
26 hourly rates of pay in effect during the pay period and the corresponding accurate number of
27 hours worked at each hourly rate, in violation of section 226(a)(9).

28 101. Additionally, and separate from these violations, Defendants issued uniform

1 wage statements to Plaintiff and Subclass members that failed to correctly list the address of the
2 legal entity of the actual employer in violation of 226(a)(8). The purpose of section 226(a)(8)
3 is to provide California employees with transparency as to the true identity of their employer,
4 to allow the employee to contact their employer during employment or in the future for various
5 reasons, including filing an administrative claim, judicial claim, or other action to seek relief
6 against their employer, to obtain unemployment benefits, etc. Plaintiff's and Subclass
7 members' wage statements incorrectly list the employer's address as "2500 NORTHWINDS
8 PKWY 472 ALPHARETTA GA 30009," but, according to the California Secretary of State's
9 website, Defendants' address should be "1000 CALLE RECONDO SAN CLEMENTE, CA
10 92673."

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

18 103. California Labor Code section 1174(d) provides that "[e]very person employing
19 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
20 employed and the ages of all minors" and "[k]eep, at a central location in the state or at the
21 plants or establishments at which employees are employed, payroll records showing the hours
22 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
23 applicable piece rate paid to, employees employed at the respective plants or
24 establishments" At all relevant times, and in violation of Labor Code section 1174(d),
25 Defendants willfully failed to maintain accurate payroll records for Plaintiff and Subclass
26 members showing the daily hours they worked and the wages paid thereto as a result of failing
27 to record the off-the-clock hours that they worked.

28 104. California Labor Code section 1198 provides that the maximum hours of work

1 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set
2 forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment
3 of any employees for longer hours than those fixed by the order or under conditions of labor
4 prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers
5 are required to keep accurate time records showing when the employee begins and ends each
6 work period and meal period. During the relevant time period, Defendants engaged in company-
7 wide practices and/or policies of failing to record actual hours worked, and thereby failed to
8 keep accurate records of work period and meal period start and end times for Plaintiff and
9 Subclass members, in violation of section 1198.

10 105. Plaintiff and Subclass members are entitled to recover from Defendants the
11 greater of their actual damages caused by Defendants’ failure to comply with California Labor
12 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per
13 employee.

14 **SIXTH CAUSE OF ACTION**

15 **Violation of California Labor Code §§ 226(b)-(c), 432, 1198, and 1198.5—Failure to** 16 **Produce and/or Permit Inspection of Records and Instruments Signed** 17 **(Against all Defendants)**

18 106. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
19 and every allegation set forth above.

20 107. At all relevant times herein, California Labor Code section 226(b) provides that
21 every employer shall furnish current and former employees the right to inspect or copy records
22 pertaining to their employment, upon reasonable request to the employer. Labor Code Section
23 226(c) provides that an employer must comply with a request made pursuant to Labor Code
24 section 226(b) no later than 21 calendar days from the date of the employee’s request.

25 108. At all times relevant herein, California Labor Code section 432 states, “[i]f an
26 employee or applicant signs any instrument relating to the obtaining or holding of employment,
27 he shall be given a copy of the instrument upon request.” California Labor Code section 433
28 states, “[a]ny person violating this article is guilty of a misdemeanor.”

109. At all times relevant herein, California Labor Code section 1198.5 requires that an employer provide a copy of an employee's personnel record no later than 30 days from the date the employer receives a written request.

110. At all times relevant herein, IWC Wage Order No. 1-2001, subdivision 7(A), provides that "[e]very employer shall keep accurate information with respect to each employee including the following: (1) Full name, home address, occupation and social security number. (2) Birth date, if under 18 years, and designation as a minor. (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded. Meal periods during which operations cease and authorized rest periods need not be recorded. (4) Total wages paid each payroll period, including value of board, lodging, or other compensation actually furnished to the employee. (5) Total hours worked in the payroll period and applicable rates of pay. This information shall be made readily available to the employee upon reasonable request." IWC Wage Order No. 1-2001, subdivision 7(C), also provides, "[a]ll required records shall be in the English language and in ink or other indelible form, properly dated, showing month, day and year, and shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California. An employee's records shall be available for inspection by the employee upon reasonable request.

111. During the relevant time period, Plaintiff sent Defendants a reasonable written request for documents and records relating to her employment with Defendants. During the relevant time period, Defendants failed to produce for inspection and copying or otherwise permit inspection and copying of documents and records relating to Plaintiff's employment. For example, on February 5, 2024, Plaintiff sent a written request to Defendants via First-Class mail. Also, on April 25, 2024, Plaintiff sent a second written request to Defendants via First-Class mail. To date, Defendants have failed to respond to any of Plaintiff's written requests for records. Thus, Defendants have failed to comply with the reasonable written requests for documentation and records relating to Plaintiff's employment within the statutory time limits, in violation of Labor Code sections 226(b)-(c), 432, 1198, and 1198.5, and the applicable IWC

1 Wage Order.

2 112. Plaintiff and class members are therefore entitled to recover statutory penalties
3 of \$750 per employee, injunctive relief, and attorneys' fees and costs, pursuant to California
4 Labor Code sections 226(f) and (h) and/or 1198.5 (k) and (l).

5 **SEVENTH CAUSE OF ACTION**

6 **Violation of California Labor Code §§ 201 and 202—Wages Not Timely Paid Upon**
7 **Termination**
8 **(Against all Defendants)**

9 113. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
10 and every allegation set forth above.

11 114. At all times relevant herein set forth, Labor Code sections 201 and 202 provide
12 that if an employer discharges an employee, the wages earned and unpaid at the time of
13 discharge are due and payable immediately, and that if an employee voluntarily leaves his or
14 her employment, his or her wages shall become due and payable not later than seventy-two (72)
15 hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his
16 or her intention to quit, in which case the employee is entitled to his or her wages at the time of
17 quitting.

18 115. On information and belief, Defendants have a company-wide practice and/or
19 policy of paying departing employees their final wages on the next regular pay cycle, instead of
20 adhering to the time requirements set forth in Labor Code sections 201 and 202. For example,
21 Plaintiff voluntarily resigned from her employment with defendants on or about December 15,
22 2023. However, on information and belief, Defendants did not provide Plaintiff with her final
23 wages until December 21, 2023. Thus, Defendants failed to pay Plaintiff her final wages within
24 seventy-two (72) hours of her leaving Defendants' employ, in violation of California Labor
25 Code section 202.

26 116. In addition, Defendants willfully failed to pay Plaintiff and class members who
27 are no longer employed by Defendants the earned and unpaid wages set forth above, including
28 but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums,

1 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants'
2 employ.

3 117. Defendants' failure to pay Plaintiff and class members who are no longer
4 employed by Defendants their wages earned and unpaid at the time of discharge, or within
5 seventy-two (72) hours of their leaving Defendants' employ, violates Labor Code sections 201
6 and 202. Plaintiff and class members are therefore entitled to recover from Defendants the
7 statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a
8 thirty (30) day maximum pursuant to California Labor Code section 203.

9 **EIGHTH CAUSE OF ACTION**

10 **Violation of California Labor Code § 204—Failure to Timely Pay Wages During** 11 **Employment** 12 **(Against all Defendants)**

13 118. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
14 and every allegation set forth above.

15 119. This cause of action is dependent upon, and wholly derivative of, the overtime
16 wages, minimum wages, and/or meal and rest period premiums that were not timely paid to
17 Plaintiff and class members during their employment.

18 120. At all times relevant herein set forth, Labor Code section 204 provides that all
19 wages earned by any person in any employment between the first (1st) and the fifteenth (15th)
20 days, inclusive, of any calendar month, other than those wages due upon termination of an
21 employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of
22 the month during which the labor was performed.

23 121. At all times relevant herein, Labor Code section 204 provides that all wages
24 earned by any person in any employment between the sixteenth (16th) and the last day,
25 inclusive, of any calendar month, other than those wages due upon termination of an employee,
26 are due and payable between the first (1st) and the tenth (10th) day of the following month.

27 122. At all times relevant herein, Labor Code section 204 provides that all wages
28 earned for labor in excess of the normal work period shall be paid no later than the payday for

1 the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section
2 204 provides that the requirements of this section are deemed satisfied by the payment of wages
3 for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7)
4 calendar days following the close of the payroll period.

5 123. During the relevant time period, Defendants willfully failed to pay Plaintiff and
6 class members all wages due including, but not limited to, overtime wages, minimum wages,
7 and/or meal and rest period premiums, within the time periods specified by California Labor
8 Code section 204.

9 124. Defendants' failure to pay Plaintiff and class members all wages due violates
10 Labor Code section 204. Plaintiff and class members are therefore entitled to recover from
11 Defendants the statutory penalty wages pursuant to California Labor Code section 210.

12 **NINTH CAUSE OF ACTION**

13 **Violation of California Labor Code § 2802—Unpaid Business-Related Expenses** 14 **(Against all Defendants)**

15 125. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
16 and every allegation set forth above. At all times herein set forth, California Labor Code section
17 2802 provides that an employer must reimburse employees for all necessary expenditures and
18 losses incurred by the employee in the performance of his or her job. The purpose of Labor
19 Code section 2802 is to prevent employers from passing off their cost of doing business and
20 operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal.
21 App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 1-2001, provides
22 that: "[w]hen tools or equipment are required by the employer or are necessary to the
23 performance of a job, such tools and equipment shall be provided and maintained by the
24 employer, except that an employee whose wages are at least two (2) times the minimum wage
25 provided herein may provide and maintain hand tools and equipment customarily required by
26 the trade or craft."

27 126. During the relevant time period, Defendants, on a company-wide basis, required
28 Plaintiff and class members to use their personal mobile devices, including, but not limited to,

cellular phones, and/or mobile data to carry out their job duties but failed to reimburse them for the costs of their work-related mobile device and/or mobile data expenses. For example, Plaintiff was required to use her personal cellular phone to communicate with her shift leads to discuss work-related matters, such as alerting Plaintiff of urgent orders placed by Defendants' clients, or to confirm that Plaintiff performed her production line inspections. Although Defendants required Plaintiff and class members to use their personal mobile devices and mobile data to carry out their work-related duties, Defendants failed to reimburse them for their costs incurred.

127. Also, during the relevant time period, Defendants required Plaintiff and class members to wear special safety shoes such as steel-toed boots, which they were required to wear while at work and necessary for the performance of their duties. For example, Plaintiff spent approximately \$20-40 during her employment on steel-toed boots, but she was not reimbursed for these costs. Thus, Defendants failed to provide or reimburse Plaintiff and class members for the steel-toed boots they required employees to wear during their shifts.

128. Defendants could have provided Plaintiff and class members with the actual equipment for use on the job, such as company mobile devices and steel-toed boots, or Defendants could have reimbursed employees for the cost of their mobile device usage and supplies and/or boot expenses. Instead, Defendants passed these operating costs off onto Plaintiff and class members. At all relevant times, Plaintiff did not earn at least two (2) times the minimum wage.

129. Defendants' company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred and passing on their operating costs to Plaintiff and class members violates California Labor Code section 2802. Defendants have intentionally and willfully failed to reimburse Plaintiff and class members for necessary business-related expenses and costs.

130. Plaintiff and class members are entitled to recover from Defendants their business-related expenses incurred during the course and scope of their employment, plus interest.

1 **TENTH CAUSE OF ACTION**

2 **For Civil Penalties Pursuant to California Labor Code §§ 2698, *et seq.***

3 **(Against all Defendants)**

4 131. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
5 and every allegation set forth above.

6 132. California Labor Code §§ 2698, *et seq.* (“PAGA”) permits Plaintiff to recover
7 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section
8 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 226(a), 226.7, 510,
9 512(a), 1174(d), 1194, 1197, 1197.1, 1198, and 2802. Labor Code section 2699.3(c) permits
10 aggrieved employees, including Plaintiff, to recover civil penalties for violations of those Labor
11 Code sections not found in section 2699.5, including sections 226(b)-(c), 432, 516, 1182.12,
12 1198.5, 2810.5, 6401, and 6403.

13 133. Defendants’ conduct, as alleged herein, violates numerous sections of the
14 California Labor Code, including, but not limited to, the following:

- 15 (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC
16 Wage Order for Defendants’ failure to compensate Plaintiff and other
17 aggrieved employees with all required overtime pay, as alleged herein;
- 18 (b) Violation of Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198,
19 and the applicable IWC Wage Order for Defendants’ failure to
20 compensate Plaintiff and other aggrieved employees with at least
21 minimum wages for all hours worked, as alleged herein;
- 22 (c) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
23 applicable IWC Wage Order for Defendants’ failure to provide Plaintiff
24 and other aggrieved employees with meal periods, as alleged herein;
- 25 (d) Violation of Labor Code sections 226.7, 516, and 1198, and the applicable
26 IWC Wage Order for Defendants’ failure to authorize and permit Plaintiff
27 and other aggrieved employees to take rest periods, as alleged herein;
- 28 (e) Violation of Labor Code sections 226(a) and 1198, and the applicable

- 1 IWC Wage Order for failure to provide accurate and complete wage
2 statements to Plaintiff and other aggrieved employees, as alleged herein;
- 3 (f) Violation of Labor Code sections 1174(d) and 1198, and the applicable
4 IWC Wage Order for failure to maintain payroll records, as alleged
5 herein;
- 6 (g) Violation of Labor Code §§ 226(b)-(c), 432, 1198, and 1198.5, and the
7 applicable IWC Wage Order for failure to produce copies or allow
8 inspection of Plaintiff's and other aggrieved employees' own personnel
9 and other employment records, including copies of instruments signed,
10 upon written request within the statutory time limits, as alleged herein;
- 11 (h) Violation of Labor Code sections 201 and 202 for failure to pay all earned
12 wages upon termination, as alleged herein;
- 13 (i) Violation of Labor Code section 204 for failure to pay all earned wages
14 during employment, as alleged herein;
- 15 (j) Violation of Labor Code section 2802 for failure to reimburse Plaintiff
16 and other aggrieved employees for all business expenses necessarily
17 incurred, as alleged herein;
- 18 (k) Violation of Labor Code section 2810.5 for failure to provide notice of
19 material terms of employment, as set forth below; and
- 20 (l) Violation of Labor Code sections 6401 and 6403 for failure to provide
21 Plaintiff and other aggrieved employees with safety devices and
22 safeguards for the workplace, as set forth below.

23 134. At all relevant times herein, California's Wage Theft Prevention Act was enacted
24 to ensure that employers provide employees with basic information material to their
25 employment relationship at the time of hiring, and to ensure that employees are given written
26 and timely notice of any changes to basic information material to their employment. Codified
27 at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the
28 time of hiring, an employer must provide written notice to employees containing basic and

1 material payroll information, including, among other things, the rate(s) of pay and basis thereof,
2 whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including
3 any rates for overtime, the regular payday designated by the employer, and any allowances
4 claims as part of the minimum wage, including meal or lodging allowances. Labor Code
5 § 2810.5(a)(1)(A)-(C).

6 135. At all relevant times, on information and belief, Defendants failed, on a
7 company-wide basis, to provide written notice to Plaintiff and other aggrieved employees that
8 lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C).

9 136. Defendants' failure to provide Plaintiff and class members with written notice of
10 basic information regarding their employment with Defendants is in violation of California
11 Labor Code section 2810.5. Plaintiff and other aggrieved employees are therefore entitled to
12 recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (g).

13 137. At all relevant times herein, California Labor Code section 6401 provides that
14 employers must furnish and use safety devices and safeguards, and adopt and use practices,
15 means, methods, operations, and processes which are reasonably adequate to render the
16 employment and place of employment safe and healthy. California Labor Code Section 6401
17 further provides that an employer must do everything reasonably necessary to protect the life,
18 safety, and health of their employees. California Labor Code section 6403(a) requires that
19 employers provide and use safety devices and safeguards reasonably adequate to render the
20 employment and place of employment safe.

21 138. During the relevant time period, Defendants failed to provide Plaintiff and other
22 aggrieved employees with personal protective equipment, such as steel-toed boots, to keep them
23 safe in the workplace. Despite the fact that Defendants required Plaintiff and other aggrieved
24 employees to wear certain personal protective equipment, including steel-toed boots, while
25 engaged in their work-related duties, Defendants failed to provide such reasonably necessary
26 equipment to Plaintiff and other aggrieved employees to keep them safe.

27 139. Defendants' failure to provide Plaintiff and other aggrieved employees with
28 safety devices and safeguards for the workplace violates California Labor Code sections 6401

1 and 6403. Plaintiff and other aggrieved employees are therefore entitled to recover civil
2 penalties pursuant to Labor Code sections 2699(a), (f), and (g).

3 140. Plaintiff and other aggrieved employees are therefore entitled to recover civil
4 penalties pursuant to Labor Code sections 2699(a), (f), and (g).

5 **ELEVENTH CAUSE OF ACTION**

6 **Violation of California Business & Professions Code §§ 17200, *et seq.* –**

7 **Unlawful Business Practices**

8 **(Against all Defendants)**

9 141. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
10 and every allegation set forth above.

11 142. Defendants are “persons” as defined by California Business & Professions Code
12 section 17201, as they are corporations, firms, partnerships, joint stock companies, and/or
13 associations.

14 143. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair,
15 unlawful and harmful to Plaintiff, class members, and to the general public. Plaintiff has
16 suffered injury in fact and has lost money as a result of Defendants’ unlawful business practices.
17 Plaintiff seeks to enforce important rights affecting the public interest within the meaning of
18 Code of Civil Procedure section 1021.5.

19 144. Defendants’ activities, as alleged herein, are violations of California law, and
20 constitute unlawful business acts and practices in violation of California Business & Professions
21 Code sections 17200, *et seq.*

22 145. A violation of California Business & Professions Code sections 17200, *et seq.*
23 may be predicated on the violation of any state or federal law. In the instant case, Defendants’
24 policies and practices have violated state law in at least the following respects:

- 25 (a) Requiring non-exempt, hourly paid employees, including Plaintiff and
26 class members, to work overtime without paying them proper
27 compensation in violation of California Labor Code sections 510 and
28 1198, and the applicable IWC Wage Order, as alleged herein;

- (b) Failing to pay at least minimum wage to Plaintiff and class members in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage Order, as alleged herein;
- (c) Failing to provide all meal periods to Plaintiff and class members in violation of California Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order, as alleged herein;
- (d) Failing to authorize and permit Plaintiff and class members to take all rest periods in violation of California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order, as alleged herein;
- (e) Failing to provide Plaintiff and class members with accurate wage statements and failing to maintain accurate payroll records in violation of California Labor Code sections 226(a), 1174(d), and 1198, and the applicable IWC Wage Order, as alleged herein;
- (f) Failing to produce copies or allow inspection of Plaintiff's and class members' own personnel and other employment records, including copies of instruments signed, upon written request within the statutory time limits, in violation of California Labor Code sections 226(b)-(c), 432, 1198, and 1198.5, and the applicable IWC Wage Order, as alleged herein;
- (g) Failing timely to pay all earned wages to Plaintiff and class members in violation of California Labor Code section 204, as alleged herein;
- (h) Failing to reimburse Plaintiff and class members for all business expenses necessarily incurred in violation of California Labor Code section 2802, as alleged herein;
- (i) Failing to provide written notice of information material to Plaintiff's and class members' employment with Defendants in violation of California Labor Code section 2810.5(a)(1)(A)-(C), as set forth below; and
- (j) Failing to provide Plaintiff and class members with safety devices and

1 safeguards, such as personal protective equipment, in violation of
2 California Labor Code sections 6401 and 6403, as set forth below.

3 146. At all relevant times herein, California's Wage Theft Prevention Act was enacted
4 to ensure that employers provide employees with basic information material to their
5 employment relationship at the time of hiring, and to ensure that employees are given written
6 and timely notice of any changes to basic information material to their employment. Codified
7 at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the
8 time of hiring, an employer must provide written notice to employees containing basic and
9 material payroll information, including, among other things, the rate(s) of pay and basis thereof,
10 whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including
11 any rates for overtime, the regular payday designated by the employer, and any allowances
12 claims as part of the minimum wage, including meal or lodging allowances. Labor Code
13 § 2810.5(a)(1)(A)-(C).

14 147. At all relevant times, on information and belief, Defendants failed, on a
15 company-wide basis, to provide written notice to Plaintiff and class members that lists the
16 requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). Defendants' failure
17 to provide Plaintiff and class members with written notice of basic information regarding their
18 employment with Defendants is in violation of California Labor Code section 2810.5.

19 148. At all relevant times herein, California Labor Code section 6401 provides that
20 employers must furnish and use safety devices and safeguards, and adopt and use practices,
21 means, methods, operations, and processes which are reasonably adequate to render the
22 employment and place of employment safe and healthy. California Labor Code Section 6401
23 further provides that an employer must do everything reasonably necessary to protect the life,
24 safety, and health of their employees. California Labor Code section 6403(a) requires that
25 employers provide and use safety devices and safeguards reasonably adequate to render the
26 employment and place of employment safe.

27 149. During the relevant time period, Defendants failed to provide Plaintiff and class
28 members with personal protective equipment, such as steel-toed boots, to keep them safe in the

workplace. Despite the fact that Defendants required Plaintiff and class members to wear certain personal protective equipment, including steel-toed boots, while engaged in their work-related duties, Defendants failed to provide such reasonably necessary equipment to Plaintiff and class members to keep them safe. Thus, Defendants' failure to provide Plaintiff and class members with safety devices and safeguards for the workplace violates California Labor Code sections 6401 and 6403.

150. As a result of the violations of California law herein described, Defendants unlawfully gained an unfair advantage over other businesses. Plaintiff and class members have suffered pecuniary loss by Defendants' unlawful business acts and practices alleged herein.

151. Pursuant to California Business & Professions Code sections 17200, *et seq.*, Plaintiff and class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years prior to the filing of the initial complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and class members; and an award of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

TWELFTH CAUSE OF ACTION

Violation of California Business & Professions Code §§ 17200, *et seq.* – Unfair Business Practices (Against all Defendants)

152. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

153. Defendants are "persons" as defined by California Business & Professions Code section 17201, as they are corporations, firms, partnerships, joint stock companies, and/or associations.

154. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, and harmful to Plaintiff, class members, and to the general public. Plaintiff has suffered injury in fact and has lost money as a result of Defendants' unfair business practices. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil

Procedure section 1021.5.

155. Defendants’ activities, namely Defendants’ company-wide practice and/or policy of not paying Plaintiff and class members all meal and rest period premiums due to them under Labor Code section 226.7, deprived Plaintiff and class members of the compensation guarantee and enhanced enforcement implemented by section 226.7. The statutory remedy provided by section 226.7 is a “‘dual-purpose’ remedy intended primarily to compensate employees, and secondarily to shape employer conduct.” *Safeway, Inc. v. Superior Court*, 238 Cal. App. 4th 1138, 1149 (2015). The statutory benefits of section 226.7 were guaranteed to Plaintiff and class members as part of their employment with Defendants, and thus Defendants’ practice and/or policy of denying these statutory benefits constitutes an unfair business practice in violation of California Business & Professions Code sections 17200, *et seq.* (*Id.*)

156. A violation of California Business & Professions Code sections 17200, *et seq.* may be predicated on any unfair business practice. In the instant case, Defendants’ policies and practices have violated the spirit of California’s meal and rest period laws and constitute acts against the public policy behind these laws.

157. Pursuant to California Business & Professions Code sections 17200, *et seq.*, Plaintiff and class members are entitled to restitution for the class-wide loss of the statutory benefits implemented by section 226.7 withheld and retained by Defendants during a period that commences four years prior to the filing of the initial complaint; a permanent injunction requiring Defendants to pay all statutory benefits implemented by section 226.7 due to Plaintiff and class members; an award of attorneys’ fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

REQUEST FOR JURY TRIAL

Plaintiff requests a trial by jury.

PRAYER FOR RELIEF

Plaintiff, on behalf of all others similarly situated, prays for relief and judgment against Defendants, jointly and severally, as follows:

1. For damages, unpaid wages, penalties, injunctive relief, and attorneys’ fees in

1 excess of twenty-five thousand dollars (\$25,000), exclusive of interest and costs. Plaintiff
2 reserves the right to amend her prayer for relief to seek a different amount.

3 **Class Certification**

4 2. That this case be certified as a class action;

5 3. That Plaintiff be appointed as the representative of the Class and Subclass;

6 4. That counsel for Plaintiff be appointed as class counsel.

7 **As to the First Cause of Action**

8 5. That the Court declare, adjudge, and decree that Defendants violated California
9 Labor Code sections 510 and 1198, and the applicable IWC Wage Order by willfully failing to
10 pay all overtime wages due to Plaintiff and class members;

11 6. For general unpaid wages at overtime wage rates and such general and special
12 damages as may be appropriate;

13 7. For pre-judgment interest on any unpaid overtime compensation commencing
14 from the date such amounts were due, or as otherwise provided by law;

15 8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
16 California Labor Code section 1194(a); and

17 9. For such other and further relief as the Court may deem equitable and
18 appropriate.

19 **As to the Second Cause of Action**

20 10. That the Court declare, adjudge and decree that Defendants violated California
21 Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage
22 Order by willfully failing to pay minimum wages to Plaintiff and class members;

23 11. For general unpaid wages and such general and special damages as may be
24 appropriate;

25 12. For pre-judgment interest on any unpaid compensation from the date such
26 amounts were due, or as otherwise provided by law;

27 13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
28 California Labor Code section 1194(a);

- 1 14. For liquidated damages pursuant to California Labor Code section 1194.2; and
2 15. For such other and further relief as the Court may deem equitable and
3 appropriate.

4 **As to the Third Cause of Action**

5 16. That the Court declare, adjudge, and decree that Defendants violated California
6 Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order by
7 willfully failing to provide all meal periods to Plaintiff and class members;

8 17. That the Court make an award to the Plaintiff and class members of one (1) hour
9 of pay at each employee's regular rate of pay for each workday that a meal period was not
10 provided;

11 18. For all actual, consequential, and incidental losses and damages, according to
12 proof;

13 19. For premiums pursuant to California Labor Code section 226.7(c);

14 20. For pre-judgment interest on any unpaid meal period premiums from the date
15 such amounts were due, or as otherwise provided by law;

16 21. For attorneys' fees pursuant to California Code of Civil Procedure section
17 1021.5, or as otherwise provided by law; and

18 22. For such other and further relief as the Court may deem equitable and
19 appropriate.

20 **As to the Fourth Cause of Action**

21 23. That the Court declare, adjudge and decree that Defendants violated California
22 Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order by willfully
23 failing to authorize and permit Plaintiff and class members to take all rest periods;

24 24. That the Court make an award to the Plaintiff and class members of one (1) hour
25 of pay at each employee's regular rate of pay for each workday that a rest period was not
26 authorized and permitted;

27 25. For all actual, consequential, and incidental losses and damages, according to
28 proof;

1 26. For premiums pursuant to California Labor Code section 226.7(c);

2 27. For pre-judgment interest on any unpaid rest period premiums from the date such
3 amounts were due, or as otherwise provided by law;

4 28. For attorneys' fees pursuant to California Code of Civil Procedure section
5 1021.5, or as otherwise provided by law; and

6 29. For such other and further relief as the Court may deem equitable and
7 appropriate.

8 **As to the Fifth Cause of Action**

9 30. That the Court declare, adjudge and decree that Defendants violated the
10 recordkeeping provisions of California Labor Code section 226(a) and the applicable IWC
11 Wage Order as to Plaintiff and Subclass members, and willfully failed to provide accurate
12 itemized wage statements thereto;

13 31. For all actual, consequential, and incidental losses and damages, according to
14 proof;

15 32. For injunctive relief pursuant to California Labor Code section 226(h);

16 33. For statutory penalties pursuant to California Labor Code section 226(e);

17 34. For attorneys' fees and costs pursuant to California Labor Code section
18 226(e)(1); and

19 35. For such other and further relief as the Court may deem equitable and
20 appropriate.

21 **As to the Sixth Cause of Action**

22 36. That the Court declare, adjudge and decree that Defendants violated California
23 Labor Code sections 226(b)-(c), 432, 1198, and 1198.5 and the applicable IWC Wage Order by
24 failing to produce for inspection and copying or otherwise permit inspection and copying of
25 records relating to Plaintiff's employment with Defendants;

26 37. For statutory penalties pursuant to California Labor Code section 226(f) and
27 1198.5 (k);

28 38. For general and special damages as may be appropriate;

39. For injunctive relief pursuant to California Labor Code section 226(h) and 1198.5(l) including, but not limited to, an order requiring Defendants to produce for inspection and copying or otherwise permit inspection and copying of records relating to Plaintiff's employment with Defendants as soon as reasonably practical;

40. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code section 226(h) and 1198.5(l); and

41. For such other and further relief as the Court may deem equitable and appropriate.

As to the Seventh Cause of Action

42. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201 and 202 by willfully failing to pay overtime wages, minimum wages, and/or meal and rest period premiums, owed at the time of termination of the employment of Plaintiff and other terminated class members;

43. For all actual, consequential and incidental losses and damages, according to proof;

44. For waiting time penalties according to proof pursuant to California Labor Code section 203 for all employees who have left Defendants' employ;

45. For pre-judgment interest on any unpaid wages from the date such amounts were due, or as otherwise provided by law;

46. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

47. For such other and further relief as the Court may deem equitable and appropriate.

As to the Eighth Cause of Action

48. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to timely pay Plaintiff and class members overtime wages, minimum wages, and/or meal and rest period premiums, during their employment;

49. For all actual, consequential and incidental losses and damages, according to

1 proof;

2 50. For statutory penalties according to proof pursuant to California Labor Code
3 section 210;

4 51. For pre-judgment interest on any unpaid wages from the date such amounts were
5 due, or as otherwise provided by law;

6 52. For attorneys' fees pursuant to California Code of Civil Procedure section
7 1021.5, or as otherwise provided by law; and

8 53. For such other and further relief as the Court may deem equitable and
9 appropriate.

10 **As to the Ninth Cause of Action**

11 54. That the Court declare, adjudge and decree that Defendants violated California
12 Labor Code section 2802 by willfully failing to reimburse and/or indemnify all business-related
13 expenses and costs incurred by Plaintiff and class members;

14 55. For unpaid business-related expenses and such general and special damages as
15 may be appropriate;

16 56. For pre-judgment interest on any unpaid business-related expenses from the date
17 such amounts were due, or as otherwise provided by law;

18 57. For all actual, consequential, and incidental losses and damages, according to
19 proof;

20 58. For attorneys' fees and costs pursuant to California Labor Code section 2802(c),
21 or as otherwise provided by law; and

22 59. For such other and further relief as the Court may deem equitable and
23 appropriate.

24 **As to the Tenth Cause of Action**

25 60. That the Court declare, adjudge and decree that Defendants violated the
26 following California Labor Code provisions as to Plaintiff and/or other aggrieved employees:
27 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197, 1197.1, and
28 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516, and

1 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and
2 permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage
3 statements and maintain accurate payroll records); 226(b)-(c), 432, 1198, and 1198.5 (by failing
4 to produce copies or allow inspection of records and instruments signed); 201 and 202 (by
5 failing to timely pay all earned wages upon termination); 204 (by failing to timely pay all earned
6 wages during employment); 2802 (by failing to reimburse business expenses); 2810.5 (by
7 failing to provide notice of material terms of employment; and 6401 and 6403 (by failing to
8 provide safety devices and safeguards);

9 61. For civil penalties pursuant to the California Labor Code sections 210, 226(f),
10 226.3, 256, 558, 1174.5, 1197.1, 1198.5(k), and/or 2699(a), (f), and (g), for violations of
11 California Labor Code sections 201, 202, 204, 226(a)-(c), 226.7, 432, 510, 512(a), 516, 1174(d),
12 1182.12, 1194, 1197, 1197.1, 1198, 1198.5, 2802, 2810.5, 6401, and 6403;

13 62. For attorneys' fees and costs pursuant to California Labor Code section
14 2699(g)(1), and any and all other relevant statutes, for Defendants' violations of California
15 Labor Code sections 201, 202, 204, 226(a)-(c), 226.7, 432, 510, 512(a), 516, 1174(d), 1182.12,
16 1194, 1197, 1197.1, 1198, 1198.5, 2802, 2810.5, 6401, and 6403;

17 63. For pre-judgment and post-judgment interest as provided by law; and

18 64. For such other and further relief as the Court may deem equitable and
19 appropriate.

20 **As to the Eleventh Cause of Action**

21 65. That the Court declare, adjudge and decree that Defendants' conduct of failing
22 to provide Plaintiff and class members all overtime wages due to them, failing to provide
23 Plaintiff and class members all minimum wages due to them, failing to provide Plaintiff and
24 class members all meal periods, failing to authorize and permit Plaintiff and class members to
25 take all rest periods, failing to provide Plaintiff and class members accurate and complete wage
26 statements, failing to maintain accurate payroll records for Plaintiff and class members, failing
27 to produce copies or allow inspection of records and instruments signed, failing to timely pay
28 Plaintiff and class members all earned wages during employment, failing to reimburse Plaintiff

1 and class members for business-related expenses, failing to provide written notice of material
2 terms of employment, and failing to provide safety devices and safeguards, constitutes an
3 unlawful business practice in violation of California Business and Professions Code sections
4 17200, *et seq.*;

5 66. For restitution of unpaid wages to Plaintiff and all class members and
6 prejudgment interest from the day such amounts were due and payable;

7 67. For the appointment of a receiver to receive, manage, and distribute any and all
8 funds disgorged from Defendants and determined to have been wrongfully acquired by
9 Defendants as a result of violations of California Business & Professions Code sections 17200,
10 *et seq.*;

11 68. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
12 California Code of Civil Procedure section 1021.5; and

13 69. For such other and further relief as the Court may deem equitable and
14 appropriate.

15 **As to the Twelfth Cause of Action**

16 70. That the Court declare, adjudge and decree that Defendants' conduct of denying
17 Plaintiff and class members the statutory benefits guaranteed under section 226.7 constitutes an
18 unfair business practice in violation of California Business and Professions Code sections
19 17200, *et seq.*;

20 71. For restitution of the statutory benefits under section 226.7 unfairly withheld
21 from Plaintiff and class members and prejudgment interest from the day such amounts were due
22 and payable;

23 72. For the appointment of a receiver to receive, manage, and distribute any and all
24 funds disgorged from Defendants and determined to have been wrongfully acquired by
25 Defendants as a result of violations of California Business & Professions Code sections 17200,
26 *et seq.*;

27 73. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
28 California Code of Civil Procedure section 1021.5;

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

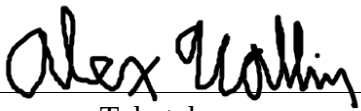
74. For pre-judgment and post-judgment interest as provided by law; and

75. For such other and further relief as the Court may deem equitable and appropriate.

Dated: December 12, 2024

Respectfully submitted,

Capstone Law APC

By: 
Roxanna Tabatabaeepour
Ryan Tish
Alexander Wallin

Attorneys for Plaintiff Miryam Sanchez

EXHIBIT “1”



1875 Century Park East, Suite 1000
Los Angeles, California 90067
310.556.4811 Main | 310.943.0396 Fax

ALEXANDER LIMA
310.712.8154 Direct
Alexander.Lima@capstonelawyers.com

June 17, 2024

VIA ONLINE SUBMISSION

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

Subject: *Miryam Sanchez v. Kelcourt Plastics, Inc., et al.*

Dear PAGA Administrator:

This office represents Miryam Sanchez in connection with her claims under the California Labor Code. Ms. Sanchez was an employee of KELCOURT PLASTICS, INC. and/or PPC INDUSTRIES INC. For the purpose of this letter, Ms. Sanchez collectively refers to these entities as "KELCOURT."

The employers may be contacted directly at the addresses below:

KELCOURT PLASTICS, INC.
1000 CALLE RECODO
SAN CLEMENTE, CA 92673

PPC INDUSTRIES INC.
10101 78TH AVE
PLEASANT PR, WI 53158

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

KELCOURT employed Ms. Sanchez as a non-exempt, hourly paid employee from approximately September 2021 to December 2023. Ms. Sanchez worked for KELCOURT as a Production Operator and Quality Technician at its facility in San Clemente, California. During her employment, Ms. Sanchez typically worked eight (8) hours or more per day and five (5) days per week. Ms. Sanchez's job duties included, without limitation, performing and documenting inspections, checks, tests, and sampling procedures during the manufacturing processes of medical tubing extrusion devices; performing line clearance for removal of all previous products, components, and foreign materials; and reporting manufacturing operations non-conformances to supervisors.

KELCOURT has committed one or more of the following Labor Code violations against Ms. Sanchez, the facts and theories of which follow, making her an “aggrieved employee” pursuant to California Labor Code section 2699(c).¹

KELCOURT’s Company-Wide and Uniform Payroll and HR Practices

KELCOURT PLASTICS, INC. is a California corporation; PPC INDUSTRIES, INC. is a Delaware corporation; and together, they design, develop, and manufacture specialty medical components, with at least two (2) facilities in California. Upon information and belief, KELCOURT maintains a single, centralized Human Resources (HR) department at its corporate headquarters in San Clemente, California, or Pleasant Prairie, Wisconsin for all non-exempt, hourly paid employees working for KELCOURT in California, including Ms. Sanchez and other aggrieved employees. At all relevant times, KELCOURT issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Sanchez and other aggrieved employees, regardless of their location or position.

Upon information and belief, KELCOURT maintains a centralized Payroll department at its corporate headquarters in San Clemente, California, or Pleasant Prairie, Wisconsin, which processes payroll for all non-exempt, hourly paid employees working for KELCOURT in California, including Ms. Sanchez and other aggrieved employees. Further, KELCOURT issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Ms. Sanchez and other aggrieved employees, irrespective of their location, position, or manner in which each employee’s employment ended. In other words, KELCOURT utilized the same methods and formulas when calculating wages due to Ms. Sanchez and other aggrieved employees in California.

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

KELCOURT willfully failed to pay all overtime wages owed to Ms. Sanchez and other aggrieved employees. During the relevant time period, Ms. Sanchez and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in

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

excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, during the relevant time period, KELCOURT had, and continues to have, a company-wide policy and/or practice of discouraging and impeding Ms. Sanchez and other aggrieved employees from recording hours worked that were outside of their scheduled shifts, in order to limit the amount of overtime employees could accrue. On information and belief, this policy of limiting overtime, coupled with KELCOURT's practices of understaffing and assigning heavy workloads (*see infra*), led Ms. Sanchez and other aggrieved employees to work off-the-clock outside of their scheduled shifts or on their days off in order to complete their assigned tasks. For example, at least once per month, Ms. Sanchez was required to spend approximately two (2) hours performing work-related administrative tasks, such as completing quality assurance auditing paperwork, while at home on her days off, but was not compensated for this time spent working. Thus, KELCOURT failed to track all of the time that employees spent performing work-related tasks outside of their shifts, and Ms. Sanchez and other aggrieved employees received no compensation for this time.

Moreover, KELCOURT had, and continues to have, a company-wide policy and/or practice of requiring Ms. Sanchez and other aggrieved employees to complete mandatory training modules, but did not permit them to complete them during their shifts. For example, Ms. Sanchez was required to complete a training module while she was at home, which consisted of watching videos on KELCOURT's company policies, which took about two (2) hours to complete. However, upon information and belief, KELCOURT only agreed to pay Ms. Sanchez for one (1) hour of pay to complete the mandatory training. Thus, KELCOURT failed to track all the time Ms. Sanchez and other aggrieved employees spent completing the mandatory training modules, and Ms. Sanchez and other aggrieved employees received no compensation for this time.

Second, KELCOURT had, and continues to have, company-wide policies and/or practices of understaffing its locations while assigning heavy workloads, including pressuring employees to meet production deadlines and time-sensitive quality assurance verifications. KELCOURT's policies and/or practices resulted in a failure to provide Ms. Sanchez and other aggrieved employees with adequate meal period coverage, and thus, Ms. Sanchez and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. KELCOURT also had a practice of failing to schedule meal periods which, in conjunction with the assignment of heavy workloads, further caused Ms. Sanchez and other aggrieved employees to not be relieved of their duties for compliant meal periods. For example, Ms. Sanchez was required to perform multiple, time-sensitive inspections of KELCOURT's production lines, on a daily basis, which often caused Ms. Sanchez to work through her meal periods, due to lack of coverage and heavy workload. Additionally, and for the same reasons, Ms. Sanchez was regularly required to work through her meal periods in order to complete rush quality assurance verifications, typically when KELCOURT's high-priority clients placed urgent orders. As another example, Ms. Sanchez's meal periods were frequently interrupted by requests from KELCOURT's shift leads to discuss the status of audits, cutting her meal periods short by 15 minutes. Consequently, Ms. Sanchez and other aggrieved employees were required to work through their meal periods and/or had their meal periods interrupted or cut short in order to complete their assigned duties, time for which they were not paid.

Additionally, on information and belief, because KELCOURT frowned upon employees accruing meal period penalties, KELCOURT's management pressured employees to clock out for meal periods to reflect compliant meal periods, regardless of whether they had received compliant meal period or not, in order to strictly limit meal penalties that would need to be paid by KELCOURT.

Thus, KELCOURT did not record all hours worked during meal periods, and Ms. Sanchez and other aggrieved employees performed work during meal periods for which they were not paid.

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

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

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

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

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 1-2001 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code Regs. tit. 8, § 11010(2)(G) (defining "Hours Worked").

As set forth above, as a result of KELCOURT's policy of limiting the amount of overtime employees could accrue, KELCOURT required Ms. Sanchez and other aggrieved employees to perform work off-the-clock outside of their scheduled shifts to complete work-related tasks, such as completing quality assurance auditing paperwork while at home on days off, and completing mandatory online training modules. KELCOURT failed to track this time that Ms. Sanchez and other aggrieved employees spent working off-the-clock, and Ms. Sanchez and other aggrieved employees received no compensation for this time.

Further, as also stated, due to KELCOURT's policies and/or practices of understaffing its facilities while assigning heavy workloads, including pressure to meet production deadlines and time-sensitive quality assurance verifications, and failing to schedule meal periods, Ms. Sanchez and other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock during meal periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties during unpaid meal periods.

Also, as stated above, on information and belief, because KELCOURT frowned upon employees accruing meal period penalties, KELCOURT's managers pressured employees to clock out for meal periods to reflect compliant meal periods, even when they did not receive a compliant meal period. Thus, KELCOURT systematically failed to pay Ms. Sanchez and other aggrieved employees for actual hours worked during unpaid meal periods because these hours were not always correctly recorded.

Thus, KELCOURT did not pay minimum wages for all hours worked by Ms. Sanchez and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, KELCOURT did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

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

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

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

First, during the relevant time period, as stated, KELCOURT had, and continues to have, company-wide policies and/or practices of understaffing while assigning heavy workloads, including pressuring employees to meet production deadlines and time-sensitive quality assurance verifications, which has resulted in a lack of meal period coverage and prevented Ms. Sanchez and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. Further, as stated, KELCOURT had a company-wide practice and/or policy of failing to schedule meal periods, which further caused Ms. Sanchez and other aggrieved employees to not be relieved of their duties for complaint meal periods.

As a result, Ms. Sanchez and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. For example, as stated, Ms. Sanchez was often required to work straight through her meal periods in order to complete rush quality assurance verifications or to keep up with time-

sensitive inspections of KELCOURT's production lines; and had her meal periods interrupted by requests from KELCOURT's shift leads to discuss the status of audits. Additionally, Ms. Sanchez sometimes took her meal periods late, after the fifth hour of work, and as late as the seventh hour of work, due to the lack of coverage.

Second, as stated above, on information and belief, because KELCOURT frowned upon employees accruing meal period penalties, KELCOURT's management pressured Ms. Sanchez and other aggrieved employees to clock out for meal periods to reflect compliant meal periods, even when they did not receive a compliant meal period or not. For example, Ms. Sanchez was required to clock out for her first meal periods to record that she had received compliant meal periods on shifts when she had not, in fact, received these timely, uninterrupted meal periods.

Further, KELCOURT did not provide other aggrieved employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. Ms. Sanchez and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

At all times mentioned herein, KELCOURT knew or should have known that, as a result of its policies, Ms. Sanchez and other aggrieved employees were not actually relieved of all duties to take timely, uninterrupted meal periods. KELCOURT further knew or should have known that it did not pay Ms. Sanchez and other aggrieved employees meal period premiums when meal periods were late, interrupted, shortened, and/or missed.

Furthermore, KELCOURT engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Ms. Sanchez and other aggrieved employees have not received premium pay for all missed, late, and interrupted meal periods. Alternatively, to the extent that KELCOURT did pay other aggrieved employees premium pay for missed, late, and interrupted meal periods, KELCOURT did not pay other aggrieved employees at the correct rate of pay for premiums because KELCOURT systematically failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

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

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

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

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must “relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest.”

Augustus, et al. v. ABM Security Services, Inc., 2 Cal. 5th 257, 273 (2016).

During the relevant time period, KELCOURT regularly failed to authorize and permit Ms. Sanchez and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, KELCOURT’s company-wide policies and/or practices, including understaffing and assigning heavy workloads, prevented Ms. Sanchez and other aggrieved employees from being relieved of all duty in order to take compliant rest periods. Additionally, KELCOURT failed to schedule rest periods, which, coupled with KELCOURT’s failure to provide adequate rest period coverage, further led to Ms. Sanchez and other aggrieved employees not being authorized and permitted to take compliant rest periods.

Moreover, on information and belief, KELCOURT maintained a company-wide on-premises rest period policy, which mandated that Ms. Sanchez and other aggrieved employees remain on KELCOURT’s premises during their rest periods. Specifically, KELCOURT’s managers erroneously informed employees that should they leave KELCOURT’s premises during rest periods, they were to only go as far as KELCOURT’s parking lot area. Because Ms. Sanchez and other aggrieved employees were effectively restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, KELCOURT effectively maintained control over Ms. Sanchez and other aggrieved employees during rest periods.

As a result of KELCOURT’s practices and policies, Ms. Sanchez and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, Ms. Sanchez regularly missed one (1) rest period she was entitled to per day, due to the lack of coverage and KELCOURT’s failure to schedule rest periods for employees.

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

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

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

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

During the relevant time period, KELCOURT has knowingly and intentionally provided Ms. Sanchez and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, KELCOURT issued uniform wage statements to Ms. Sanchez and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; the address of the legal entity that is the employer; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages, meal and rest period premiums, and/or paid sick leave, and the corresponding number of hours worked at each hourly rate. Specifically, KELCOURT violated sections 226(a)(1), 226(a)(2), 226(a)(5), 226(a)(8), and 226(a)(9).

Because KELCOURT did not record the time Ms. Sanchez and other aggrieved employees spent working off-the-clock, KELCOURT did not list the correct amount of gross wages and net wages earned by Ms. Sanchez and other aggrieved employees, in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, KELCOURT failed to accurately list the total number of the hours worked by Ms. Sanchez and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

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

Additionally, and separate from these violations, KELCOURT issued uniform wage statements to Ms. Sanchez and other aggrieved employees that failed to correctly list the address of the legal entity of the actual employer in violation of 226(a)(8). The purpose of section 226(a)(8) is to provide California employees with transparency as to the true identity of their employer, to allow the employee to contact their employer during employment or in the future for various reasons, including filing an administrative claim, judicial claim, or other action to seek relief against their employer, to obtain unemployment benefits, etc. Ms. Sanchez's and other aggrieved employees' wage statements incorrectly list the employer's address as "2500 NORTHWINDS PKWY 472 ALPHARETTA GA 30009," but, according to the California Secretary of State's website, KELCOURT's address should be "1000 CALLE RECONDO SAN CLEMENTE, CA 92673."

The wage statement deficiencies also include, without limitation, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which aggrieved employees were paid; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the name of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

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

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

Because KELCOURT failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Ms. Sanchez and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Ms. Sanchez and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

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

Violation of California Labor Code §§ 226(b)-(c), 432, 1198, and 1198.5 – Failure to Produce and/or Permit Inspection of Records and Instruments Signed

California Labor Code section 226(b) provides that every employer shall furnish current and former employees the right to inspect or copy records pertaining to their employment, upon reasonable request to the employer. Labor Code Section 226(c) provides that an employer must comply with a

request made pursuant to Labor Code section 226(b) no later than 21 calendar days from the date of the employee's request. California Labor Code section 226(f) states "[a] failure by an employer to permit a current or former employee to inspect or copy records within the time set forth in subdivision (c) entitles the current or former employee or the Labor Commissioner to recover a seven-hundred-fifty-dollar (\$750) penalty from the employer." California Labor Code section 226(h) states "[a]n employee may also bring an action for injunctive relief to ensure compliance with this section, and is entitled to an award of costs and reasonable attorney's fees."

California Labor Code section 432 states, "[i]f an employee or applicant signs any instrument relating to the obtaining or holding of employment, he shall be given a copy of the instrument upon request." California Labor Code section 433 states, "[a]ny person violating this article is guilty of a misdemeanor."

California Labor Code section 1198.5 requires that an employer provide a copy of an employee's personnel record no later than 30 days from the date the employer receives a written request. If an employer fails to satisfy this written request, the former employee may recover a penalty of \$750 from the employer. Cal. Lab. Code § 1198.5(k). The former employee may also bring an action for injunctive relief and may recover costs and reasonable attorney's fees. Cal. Lab. Code § 1198.5(l).

IWC Wage Order No. 1-2001, subdivision 7(A), provides "[e]very employer shall keep accurate information with respect to each employee including the following: (1) Full name, home address, occupation and social security number. (2) Birth date, if under 18 years, and designation as a minor. (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded. Meal periods during which operations cease and authorized rest periods need not be recorded. (4) Total wages paid each payroll period, including value of board, lodging, or other compensation actually furnished to the employee. (5) Total hours worked in the payroll period and applicable rates of pay. This information shall be made readily available to the employee upon reasonable request." IWC Wage Order No. 1-2001, subdivision 7(C), also provides "[a]ll required records shall be in the English language and in ink or other indelible form, properly dated, showing month, day and year, and shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California. An employee's records shall be available for inspection by the employee upon reasonable request."

During the relevant time period, Ms. Sanchez sent KELCOURT reasonable written requests for documents and records relating to her employment with KELCOURT. During the relevant time period, KELCOURT failed to produce for inspection and copying or otherwise permit inspection and copying of documents and records relating to Ms. Sanchez's employment. For example, on February 5, 2024, Ms. Sanchez sent a written request to KELCOURT via First-Class mail. Also, on April 25, 2024, Ms. Sanchez sent a second written request to KELCOURT via First-Class mail. Furthermore, on May 8, 2024, Ms. Sanchez sent a third written request to KELCOURT via FedEx overnight. FedEx confirmed KELCOURT received Ms. Sanchez's most recent written request for records, on May 9, 2024. To date, KELCOURT has failed to respond to any of Ms. Sanchez's written requests for records. Thus, KELCOURT has failed to comply with the reasonable written requests for documents and records relating to Ms. Sanchez's and other aggrieved employees' employment within the statutory time limits, in violation of Labor Code sections 226(b)-(c), 432, 1198, 1198.5, and the applicable IWC Wage Order.

Ms. Sanchez and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon pursuant to Labor Code sections 226(f) and (h), 1198.5(k)-(l), and/or 2699(a), (f)-(g).

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

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

During the relevant time period, KELCOURT failed to pay Ms. Sanchez and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or sick leave pay, within any time period specified by California Labor Code section 204.

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

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

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

On information and belief, KELCOURT has a company-wide practice and/or policy of paying departing employees their final wages on the next regular pay cycle, instead of adhering to the time requirements set forth in Labor Code sections 201 and 202. For example, Ms. Sanchez voluntarily resigned from her employment with KELCOURT on or about December 15, 2023. However, on information and belief, KELCOURT did not provide Ms. Sanchez with her final wages until December 21, 2023. Thus, KELCOURT failed to pay Ms. Sanchez her final wages within seventy-two (72) hours of her leaving KELCOURT's employ, in violation of California Labor Code section 202.

Additionally, KELCOURT willfully failed to pay Ms. Sanchez and other aggrieved employees who are no longer employed by KELCOURT all their earned wages, including, but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or sick leave pay, either at the time of discharge, or within seventy-two (72) hours of their leaving KELCOURT's employ.

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

Violation of California Labor Code § 246 – Failure to Properly Calculate Paid Sick Leave

At all relevant times herein, California Labor Code sections 245.5, 246, 246.5, 247, 247.5, 248.5, and 249 provide employees who have worked in California for 30 or more days from the commencement of employment with paid sick days, to be accrued at least one hour for every 30 hours worked. Effective January 1, 2024, California Labor Code section 246(b)(4) requires employers to provide no less than 40 hours or five (5) days of paid sick leave (or equivalent paid leave or paid time off) in each year of the employee's employment. Further, Labor Code section 246(l) provides that an employer shall calculate paid sick leave by using one of two calculations: 1) "[p]aid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek[.]" or 2) "[p]aid sick time for nonexempt employees shall be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment."

During the relevant time period, KELCOURT did not pay other aggrieved employees the correct sick leave rates of pay. In addition to an hourly wage, KELCOURT paid other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, KELCOURT failed to incorporate all remunerations, including incentive pay and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating the sick leave pay rate. Therefore, during times when other aggrieved employees took sick leave and received these other forms of pay, KELCOURT failed to pay all sick leave benefits by paying a lower sick leave pay rate than required. Specifically, KELCOURT paid other aggrieved employees sick leave based on their hourly rate of pay instead of their regular rate of pay.

KELCOURT's failure to properly calculate the sick leave rates of pay based on all remuneration paid has resulted in an underpayment of sick leave benefits to other aggrieved employees on a company-wide basis in violation of Labor Code section 246(l).

Other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 248.5 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 1-2001, provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft."

During the relevant time period, KELCOURT, on a company-wide basis, required Ms. Sanchez and other aggrieved employees to use their personal mobile devices, including, but not limited to, cellular

phones, and/or mobile data to carry out their job duties but failed to reimburse them for the costs of their work-related mobile device and/or mobile data expenses. For example, Ms. Sanchez was required to use her personal cellular phone to communicate with her shift leads to discuss work-related matters, such as alerting Ms. Sanchez of urgent orders placed by KELCOURT's clients, or to confirm that Ms. Sanchez performed her production line inspections. Although KELCOURT required Ms. Sanchez and other aggrieved employees to use their personal mobile devices and mobile data to carry out their work-related duties, KELCOURT failed to reimburse them for their costs incurred.

Also, during the relevant time period, KELCOURT required Ms. Sanchez and other aggrieved employees to wear special safety shoes such as steel-toed boots, which they were required to wear while at work and necessary for the performance of their duties. For example, Ms. Sanchez spent approximately \$20-40 per year during her employment on steel-toed boots, but she was not reimbursed for these costs. Thus, KELCOURT failed to provide or reimburse Ms. Sanchez and other aggrieved employees for the steel-toed boots they required employees to wear during their shifts.

KELCOURT could have provided Ms. Sanchez and other aggrieved employees with the actual equipment for use on the job, such as company mobile devices and steel-toed boots, or KELCOURT could have reimbursed employees for the cost of their mobile device usage and supplied and/or boot expenses. Instead, KELCOURT passed these operating costs off onto other aggrieved employees. At all relevant times, Ms. Sanchez did not earn at least two (2) times the minimum wage.

Thus, KELCOURT had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Ms. Sanchez and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

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

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

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

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

California Labor Code § 558(a)

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

Accordingly, Ms. Sanchez seeks the remedies set forth in Labor Code section 558 for herself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a) and 2699.3(c), 2699.5, and 558, Ms. Sanchez, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for herself, all other aggrieved employees, and the State of California against KELCOURT for violations of California Labor Code sections 201, 202, 204, 226(a)-(c), 226.7, 246, 432, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 1198.5, 2802, and 2810.5.

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

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

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

Best Regards,

A handwritten signature in black ink, appearing to read 'Alexander Lima', with a stylized flourish extending to the right.

Alexander Lima

Copy: KELCOURT PLASTICS, INC. (via U.S. Certified Mail); PPC INDUSTRIES INC. (via U.S. Certified Mail)

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA 90067



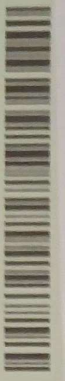
7022 2410 0000 2264 9735

KELCOURT PLASTICS, INC.
1000 CALLE RECODO
SAN CLEMENTE, CA 92673

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece.

KELCOURT PLASTICS, INC.
1000 CALLE RECODO
SAN CLEMENTE, CA 92673



2. ~~4-95390-8448~~ 718674322466511

7022 2410 0000 2264 9735

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature		☐ Agent ☒ Addressee
B. Received by (Printed Name)	C. Date of Delivery	

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

Service Type	
☐ Adult Signature	☐ Priority Mail Express®
☐ Adult Signature Restricted Delivery	☐ Registered Mail™
☒ Certified Mail®	☐ Registered Mail Restricted Delivery
☐ Certified Mail Restricted Delivery	☐ Signature Confirmation™
☐ Collect on Delivery	☐ Signature Confirmation Restricted Delivery
☐ Collect on Delivery Restricted Delivery	
☐ Insured Mail	
☐ Insured Mail Restricted Delivery	

Domestic Return Receipt

7022 2410 0000 2264 9735

U.S. Postal Service®
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit the website at <https://www.usps.com>

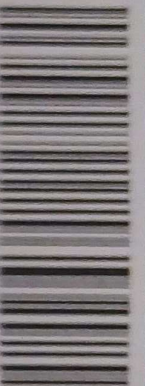
OFFICIAL USE

Signature of Addressee
S. P. ...
Date
...

KELCOURT PLASTICS, INC.
1000 CALLE RECODO
SAN CLEMENTE, CA 92673

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA 90067

7022 2410 0000 2264 9742



PPC INDUSTRIES INC.
10101 78TH AVE
PLEASANT PR, WI 53158

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece.

PPC INDUSTRIES INC.
10101 78TH AVE
PLEASANT PR, WI 53158

COMPLETE THIS SECTION ON DELIVERY

A. Signature	☐ Agent
X	☐ Addressee
B. Received by (Printed Name)	C. Date of Delivery

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



7022 2410 0000 2264 9742

Service Type	
☐ Adult Signature	☐ Priority Mail Express®
☐ Adult Signature Restricted Delivery	☐ Registered Mail™
☐ Certified Mail®	☐ Registered Mail Restricted Delivery
☐ Certified Mail Restricted Delivery	☐ Signature Confirmation™
☐ Collect on Delivery	☐ Signature Confirmation Restricted Delivery
☐ Collect on Delivery Restricted Delivery	
Mail	
Mail Restricted Delivery	

PS Form 3841, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

7022 2410 0000 2264 9742

**U.S. Postal Service®
CERTIFIED MAIL® RECEIPT**
Domestic Mail Only

OFFICIAL USE

For delivery information, visit www.usps.com

Certified Mail Fee: \$3.50 (includes first-class mail and insurance up to \$500)
Additional Services: ☐ Signature Confirmation (add'l fee) ☐ Registered Mail (add'l fee) ☐ Return Receipt (add'l fee)

Signature: *Samuel C. Kellum*

PPC INDUSTRIES INC.
10101 78TH AVE
PLEASANT PR, WI 53158

PS Form 3800, April 2015 PSN 7530-02-000-9053 See Reverse for instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece,

PPC INDUSTRIES INC.
10101 78TH AVE
PLEASANT PR, WI 53158



7022 2410 0000 2264 9742

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X [Signature]

- ☐ Agent
- ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Mail
 Mail Restricted Delivery
 (over \$500)

Domestic Return Receipt



1875 Century Park East, Suite 1000
Los Angeles, California 90067
310.556.4811 Main | 310.943.0396 Fax

ALEXANDER LIMA
310.712.8154 Direct
Alexander.Lima@capstonelawyers.com

June 18, 2024

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.govfa.net/310>)

Subject: *Miryam Sanchez v. Kelcourt Plastics, Inc., et al.*
LWDA Case No. LWDA-CM-1034436-24 - AMENDED NOTICE

Dear PAGA Administrator:

This office represents Miryam Sanchez in connection with her claims under the California Labor Code. Ms. Sanchez was an employee of KELCOURT PLASTICS, INC. and/or PPC INDUSTRIES INC. For the purpose of this letter, Ms. Sanchez collectively refers to these entities as “KELCOURT.” We previously provided notice of Ms. Sanchez’s claims to the California Labor and Workforce Development Agency (“LWDA”) on June 17, 2024, and submitted the applicable filing fee pursuant to Labor Code section 2699.3(a)(1)(B). This amended notice supplements Ms. Sanchez’s prior LWDA notice and adds an additional claim.

The employers may be contacted directly at the addresses below:

KELCOURT PLASTICS, INC.
1000 CALLE RECODO
SAN CLEMENTE, CA 92673

PPC INDUSTRIES INC.
10101 78TH AVE
PLEASANT PR, WI 53158

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

KELCOURT employed Ms. Sanchez as a non-exempt, hourly paid employee from approximately September 2021 to December 2023. Ms. Sanchez worked for KELCOURT as a Production Operator and Quality Technician at their facility in San Clemente, California. During her employment, Ms. Sanchez typically worked eight (8) hours or more per day and five (5) days per week. Ms. Sanchez’s job duties included, without limitation, performing and documenting inspections, checks, tests, and

sampling procedures during the manufacturing processes of medical tubing extrusion devices; performing line clearance for removal of all previous products, components, and foreign materials; and reporting manufacturing operations non-conformances to supervisors.

KELCOURT has committed one or more of the following Labor Code violations against Ms. Sanchez, the facts and theories of which follow, making her an “aggrieved employee” pursuant to California Labor Code section 2699(c):¹

Violation of California Labor Code §§ 6401 and 6403 – Failure to Provide Safety Devices and Safeguards

California Labor Code section 6401 provides that employers must furnish and use safety devices and safeguards, and adopt and use practices, means, methods, operations, and processes which are reasonably adequate to render the employment and place of employment safe and healthy. California Labor Code Section 6401 further provides that an employer must do everything reasonably necessary to protect the life, safety and health of its employees. California Labor Code section 6403(a) requires that employers provide and use safety devices and safeguards reasonably adequate to render the employment and place of employment safe.

During the relevant period, KELCOURT failed to provide Ms. Sanchez and other aggrieved employees with personal protective equipment, such as steel-toed boots, to keep them safe in the workplace. Despite the fact that KELCOURT required Ms. Sanchez and other aggrieved employees to wear certain personal protective equipment, including steel-toed boots, while engaged in their work-related duties, KELCOURT failed to provide such reasonably necessary equipment to Ms. Sanchez and other aggrieved employees to keep them safe.

KELCOURT’s failure to provide Ms. Sanchez and other aggrieved employees with safety devices and safeguards for the workplace violates Labor Code sections 6401 and 6403. Ms. Sanchez and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

Accordingly, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a)-(c), and 2699.5, Ms. Sanchez, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for herself, all other aggrieved employees, and the State of California against KELCOURT for violations of California Labor Code sections 6401 and 6403.

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

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

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

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

Best Regards,

A handwritten signature in black ink, appearing to read 'Alexander Lima', with a stylized flourish extending to the right.

Alexander Lima

Copy: KELCOURT PLASTICS, INC. (via U.S. Certified Mail); PPC INDUSTRIES INC. (via U.S. Certified Mail)

Capstone Law, APC
1875 Century Park East, 1000
Los Angeles, CA 90067



7022 2410 0000 2264 9759

PPC INDUSTRIES INC.
10101 78TH AVE
PLEASANT PR, WI 53158

U.S. Postal Service®
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, call 1-800-ASK-USA or visit us online at usps.com

OFFICIAL USE

Signature of Addressee (Required)

Date of Receipt (Required)

Post Office (Required)

City (Required)

State (Required)

Zip (Required)

PPC INDUSTRIES INC.
10101 78TH AVE
PLEASANT PR, WI 53158

7022 2410 0000 2264 9759

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece.

PPC INDUSTRIES INC.
10101 78TH AVE
PLEASANT PR, WI 53158



7022 2410 0000 2264 9759

PS Form 3811, July 2020 PSN 7530-02-000-9003

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ X

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

Service Type

☐ Adult Signature Restricted Delivery

☐ Certified Mail

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail

☐ Mail Restricted Delivery

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Capstone Law, APC
1875 Century Park East, 1000
Los Angeles, CA 90067



7022 2410 0000 2264 9766

KELCOURT PLASTICS, INC.
1000 CALLE RECODO
SAN CLEMENTE, CA 92673

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece.

KELCOURT PLASTICS, INC.
1000 CALLE RECODO
SAN CLEMENTE, CA 92673

COMPLETE THIS SECTION ON DELIVERY

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



7022 2410 0000 2264 9766

7022 2410 0000 2264 9766

Service Type	☐ Priority Mail Express®
☐ Adult Signature	☐ Registered Mail™
☐ Adult Signature Restricted Delivery	☐ Registered Mail Restricted Delivery
☒ Certified Mail®	☐ Signature Confirmation™
☐ Certified Mail Restricted Delivery	☐ Signature Confirmation Restricted Delivery
☐ Collect on Delivery	
☐ Collect on Delivery Restricted Delivery	
☐ Insured Mail	
☐ Insured Mail Restricted Delivery	

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

Domestic Return Receipt

7022 2410 0000 2264 9766

U.S. Postal Service®
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

OFFICIAL USE

For delivery information, visit our website at www.usps.com

Certified Mail Fee: _____

Signature of Addressee: _____

Signature of Agent: _____

Signature of Post Office: _____

Signature of Carrier: _____

Signature of Recipient: _____

Signature of Sender: _____

Signature of Post Office: _____

Signature of Carrier: _____

Signature of Recipient: _____

Signature of Sender: _____

KELCOURT PLASTICS, INC.
1000 CALLE RECODO
SAN CLEMENTE, CA 92673

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece

PPC INDUSTRIES INC.
10101 78TH AVE
PLEASANT PR, WI 53158



7022 2410 0000 2264 9759

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

Juan Ortiz

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Registered Mail Restricted Delivery (\$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000 Los Angeles, California 90067.

On **December 12, 2024**, I served the document described as: **FIRST AMENDED CLASS ACTION COMPLAINT & ENFORCEMENT ACTION UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE §§ 2698, ET SEQ.** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

Shannon B. Nakabayashi
Shannon.Nakabayashi@jacksonlewis.com
Jessica C. Shafer
Jessica.Shafer@jacksonlewis.com
JACKSON LEWIS P.C.
50 California Street, 9th Floor
San Francisco, California 94111-4615
Telephone: (415) 394-9400
Facsimile: (415) 394-9401

Attorneys for Defendants:
KELCOURT PLASTICS, INC. and
PPC INDUSTRIES INC.

☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am “readily familiar” with this firm’s practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

☐ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

☐ **BY PERSONAL SERVICE:** I delivered the document, enclosed in a sealed envelope, by hand to the counsel for Defendant.

☒ **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via One Legal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **December 12, 2024**, at Los Angeles, California.

Xochitl Tapia

Type/Print Name



Signature