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MERYL HATHAWAY

Electronically FILED by
Superior Court of California,
County of Los Angeles
1/30/2025 12:21 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By N. Le, Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

MERYL HATHAWAY, an individual and as a
representative of aggrieved employees pursuant to
the Private Attorneys General Act (PAGA),

Plaintiff,

vs.

DELUXE MEDIA, INC., a corporation; and DOES
1 through 10 inclusive,

Defendant.

Case No. 25NNOV00628

PLAINTIFF'S COMPLAINT FOR:

1. **REPRESENTATIVE PRIVATE
ATTORNEY'S GENERAL ACT
ACTION PER LABOR CODE
SECTION 2698, ET SEQ.**

1 Plaintiff Meryl Hathaway, an individual and as a representative of aggrieved employees pursuant
2 to the Private Attorneys General Act (PAGA) (“Plaintiff”), alleges and complains against Defendants
3 Deluxe Media, Inc. and Does 1 through 10 (collectively, “Defendant”) as follows:

4 **PARTIES | JURISDICTION | VENUE**

5 1. Plaintiff, at all times relevant hereto, is and has been a resident of the State of California.

6 2. Defendant Deluxe Media, Inc. operates a multinational multimedia and entertainment
7 services provisions company with corporate headquarters at 2130 N Hollywood Way, Burbank, California
8 91505 (the “worksite”).¹

9 3. Defendant conducts business in the State of California.

10 4. Under California Code of Civil Procedure section 395(a), venue is proper in this County
11 because Defendant resides in this County and/or Plaintiff’s alleged injuries herein occurred in this County.

12 5. The true names and capacities of the defendants named herein as Does 1 through 10,
13 inclusive, whether individual, corporate, associate or otherwise, are unknown to Plaintiff who therefore
14 sues such defendants by fictitious names pursuant to California Code of Civil Procedure section 474.
15 Plaintiff believes that all of the Doe defendants are California residents. Plaintiff will amend this
16 Complaint to show such true names and capacities when they have been determined. Defendant and Doe
17 Defendants are collectively referred to as “Defendant,” “Defendants” or “Defendant Employers.”

18 6. Plaintiff believes that, at all times relevant herein, each defendant designated, including
19 Does 1 through 10, was the agent, managing agent, principal, owner, partner, joint venturer, representative,
20 manager, servant, employee, and/or co-conspirator of each of the other defendants, and was at all times
21 mentioned herein acting within the course and scope of said agency and employment, and that all acts or
22 omissions alleged herein were duly committed with the ratification, knowledge, permission,
23 encouragement, authorization, and consent of each defendant designated herein.

24 7. Defendant, and each of them, acted in concert with one another to commit the wrongful
25 acts alleged herein, and aided, abetted, incited, compelled and/or coerced one another in the wrongful acts
26 alleged herein, and/or attempted to do so, including pursuant to Government Code section 12940(i).
27 Defendant, and each of them, formed and executed a conspiracy or common plan pursuant to which they
28

¹ <https://www.bydeluxe.com/meet-deluxe> | <https://www.linkedin.com/company/deluxe1915/>

would commit the unlawful acts alleged herein, with all such acts alleged herein done as part of and pursuant to said conspiracy, intended to cause and actually causing Plaintiff harm.

ALTER EGO | AGENCY | JOINT EMPLOYER

8. There exists such a unity of interest and ownership between Defendant Employers that the individuality and separateness of Defendant Employers have ceased to exist. At all times relevant hereto, Defendant Employers, and each of them, were the agents, employees, managing agents, supervisors, coconspirators, parent corporation, joint employers, alter egos, successors, and/or joint ventures of the other Defendant Employers, and each of them, and in doing the things alleged herein, were acting at least in part within the course and scope of said agency, employment, conspiracy, joint employer, alter ego status, successor status and/or joint venture and with the permission and consent of each of the other Defendant Employers. Whenever and wherever reference is made in this complaint to any act or failure to act by a defendant or co-defendant, such allegations and references shall also be deemed to mean the acts and/or failures to act by each defendant acting individually, jointly and severally.

9. Plaintiff believes Defendant Employers were both Plaintiff's joint employer and are liable under the joint employer and single enterprise theories. *See Laird v. Capital Cities* (1998) 68 Cal.App.4th 727, 737-38 (four factors to prove single enterprise are "interrelation of operations, common management, centralized control of labor relations, and common ownership or financial control. ... Although courts consider the four factors together, they often deem centralized control of labor relations the most important."); *see also Vernon v. State of California* (2004) 116 Cal.App.4th 114, 128 (separate entities can also be deemed a "joint employer" by having the right to control the employment relationship, as evaluated by focusing on "an examination of defendant's role with respect to the right to hire, fire, transfer, promote, discipline, set the terms, conditions and privileges of employment, train and pay the plaintiff.")).

10. Defendant Employers were Plaintiff's employers, joint employers and/or special employers within the meaning of Government Code sections 12926 (d), 12940 (a),(h),(1), (h)(3)(A), (i), and, 12950, and regularly employ five (5) or more persons and are therefore subject to the jurisdiction of this Court. Defendant Employers were Plaintiff's employers, joint employers and/or special employers within the meaning of the Labor Code and the applicable Industrial Welfare Commission Order, and are each an "employer or other person acting on behalf of an employer" as such term is used in Labor Code

1 sections 558 and/or 558.1, and liable to Plaintiff on that basis. Defendant Employers are Plaintiff's joint
2 employers by virtue of a joint enterprise, and that Plaintiff was an employee of Defendant Employers.
3 Plaintiff performed services for each and every one of Defendant Employers, and to the mutual benefit
4 of all Defendant Employers, and all Defendant Employers shared control of Plaintiff as an employee,
5 either directly or indirectly, and the manner in which Defendant Employers' business was and is
6 conducted.

7 11. Labor Code section 558.1 provides that an employer or "other person acting on behalf of
8 an employer" who violates certain California wage and hour laws "may be held liable as the employer for
9 such violation." Labor Code section 558.1 defines "other person acting on behalf of an employer" as a
10 "natural person who is an owner, director, officer, or managing agent" of the employer. Labor Code
11 section 558.1(b). *See* Labor Code section 558(a) (authorizing civil penalties against "any employer or
12 other person acting on behalf of an employer" who causes overtime pay violations to occur."); *see Atempa*
13 *v. Pedrazzani*, 27 Cal.App.5th 809, 823-824 (2018); Labor Code section 1197.1 ("Any employer or other
14 person acting either individually or as an officer, agent, or employee of another person" for failure to pay
15 minimum wages."); *see Reynolds v. Bement*, 36 Cal.4th 1075, 1089 (2005) ("aggrieved employees may
16 ... maintain civil actions to recover such penalties"); *see Reynolds v. Bement*, 36 Cal.4th 1075, 1089, fn.
17 10 (2005) (alter ego doctrine may be used in wage claim actions to impose liability on controlling directors
18 and shareholders); *see* Government Code section 12925(d) (defining "Person" as one *or more* individuals,
19 partnerships, associations, corporations, limited liability companies, legal representatives, trustees,
20 trustees in bankruptcy, and receivers or other fiduciaries).

21 12. Despite the formation of purported corporate existence, Defendant Employers are, in
22 reality, one and the same, including, but not limited to because: (a) Defendant Employers are completely
23 dominated and controlled by one another, who personally committed the frauds and violated the laws as
24 set forth in this complaint, and who have hidden and currently hide behind Defendant Employers to
25 perpetrate frauds, circumvent statutes, or accomplish some other wrongful or inequitable purpose; (b)
26 Defendant Employers derive actual and significant monetary benefits by and through one another's
27 unlawful conduct, and by using one another as the funding source for their own personal expenditures;
28 (c) Defendant Employers, while really one and the same, were segregated to appear as though separate

1 and distinct for purposes of perpetrating a fraud, circumventing a statute, or accomplishing some other
2 wrongful or inequitable purpose; (d) Defendant Employers does not comply with all requisite corporate
3 formalities to maintain a legal and separate corporate existence; (e) the business affairs of Defendant
4 Employers are, and at all times relevant were, so mixed and intermingled that the same cannot
5 reasonably be segregated, and the same are in inextricable confusion. Defendant Employers are, and at
6 all times relevant hereto were, used by one another as a mere shell and conduit for the conduct of certain
7 of Defendant Employers' affairs, and are, and were, the alter ego of one another. The recognition of
8 the separate existence of each of the Defendant Employers would not promote justice, in that it would
9 permit Defendant Employers to insulate themselves from liability to Plaintiff for violations of the law.
10 The corporate existence of Defendant Employers should each be disregarded in equity and for the ends of
11 justice because such disregard is necessary to avoid fraud and injustice to Plaintiff herein. Accordingly,
12 Defendant Employers constitute the alter ego of one another, and the fiction of their separate corporate
13 existence must be disregarded.

14 **ADMINISTRATIVE EXHAUSTION**

15 13. Plaintiff exhausted administrative requirements for Plaintiff's claims.

16 14. On July 19, 2024, Plaintiff's counsel gave written notice by online filing with the California
17 Labor & Workforce Development Agency ("LWDA") and by sending via certified mail to Defendants a
18 letter specifying the California Labor Code provisions Defendants violated, including the facts and
19 theories supporting the alleged violations. More than sixty-five (65) days have passed since Plaintiff's
20 counsel submitted the letter to the LWDA and certified-mailed the letter to Defendants, and the LWDA
21 has not provided notice of intent to investigate the alleged violations, nor have Defendants provided notice
22 of intent or any efforts to cure. Accordingly, the statutory period for any investigation or response has
23 concluded and Plaintiff may commence this lawsuit pursuant to Labor Code section 2699, as provided by
24 subsection 2699.3.

25 ///

26 ///

27 ///

28 ///

FACTUAL ALLEGATIONS

15. **Defendant.** Defendant Deluxe Media, Inc. operates a multinational multimedia and entertainment services provisions company with corporate headquarters at 2130 N Hollywood Way, Burbank, California 91505 (the “worksite”).²

16. **Plaintiff’s Hire & Job Details.** On or about July 25, 2022, Defendant hired Plaintiff Meryl Hathaway as an employee in the job position of Account Manager to work at the worksite.

17. Defendant classified Plaintiff as an “exempt” employee paid an annual salary of \$75,000. Plaintiff performed well in her role. Defendant raised her annual salary to \$77,000.

18. Plaintiff’s job duties included working on the mastering team for episodic television.

19. Plaintiff’s work schedule was typically Monday through Friday 9:00am to 6:00pm and often after hours and on weekends.

20. Plaintiff initially reported to Senior Account Manager *Jessy Auclair*. Then, Defendant transferred Plaintiff to a different team that was overworked and bullied.

21. **Plaintiff Complains About Workload, Expectations, And Breaks.** In mid-February 2024, once Plaintiff was transferred from the Deluxe on Demand to the Disney Mastering team, Plaintiff quickly realized that there was a lack of training, resources, and realistic work deadlines. Plaintiff complained about this to Manager *Liz Rizzo*, who told Plaintiff that she would have ample training and others on the team would assist along the way.

22. In early April 2024, Plaintiff complained to VP of Client Services *Mike Rubsamen* about being overworked and overwhelmed so much that she could not take full meal or rest breaks owed to an hourly employee, it was causing her mental stress and health issues. The response was that this is the industry Plaintiff signed up for, and she should resign if she is not okay with the workload and environment.

23. Plaintiff tried to work through it, but experienced a mental breakdown.

24. **Plaintiff Takes Protected Medical Leave.** On or about May 8, 2024, Plaintiff’s therapist and psychiatrist put Plaintiff on leave due to unmanageable stress and burnout from the job. On the same day, Plaintiff talked to Human Resources Manager *Lucy Madera* about medical leave options. Lucy

² <https://www.bydeluxe.com/meet-deluxe> | <https://www.linkedin.com/company/deluxe1915/>

Madera connected Plaintiff to Human Resources Representative *Ayesha Islam* who sent Plaintiff her leave options, including protected FMLA and CFRA leave. Exhibit 1.

25. From May 9 through July 31, 2024, Plaintiff was on protected FMLA medical leave. Exhibit 1.

26. On June 5, 2024, Plaintiff was informed that the FMLA leave would exhaust on July 31, 2024, and Defendant required a doctor's note for leave from August 1, 2024 to August 11, 2024. Exhibit 1. On June 7, 2024, Ayesha Islam emailed Plaintiff that Defendant had received the medical certification and was reviewing it. However, instead of engaging in the interactive process, Defendant fired Plaintiff.

27. **Wrongful Termination (Discrimination & Retaliation).** On July 27, 2024, Human Resources Executive *Melanie Parker* emailed Plaintiff while on leave, to setup a discussion. Vice President of Human Resources *Celisse Saucedo* would join the call. Exhibit 2.

28. On July 1, 2024, Plaintiff had the call with Celisse Saucedo and *David* [last name unknown], where she was told she was being fired because of a "workforce reduction." Plaintiff was told that her last day would be July 12, 2024, but she could remain off work on medical leave.

29. **Plaintiff's Pay & Misclassification.** Defendant misclassified Plaintiff as "exempt" as Plaintiff should have been "non-exempt" thus entitled to overtime and breaks.

30. Even though Defendant (barely) paid Plaintiff the requisite minimum salary threshold, Defendant did not allow Plaintiff to customarily and regularly exercise discretion and independent judgment in performing her job duties, presumably under the Executive and/or Administrative Exemption, as required by California Code of Regulations, Title 8, Section 11040(1)(A)(2).

31. **Overtime Work.** Defendant failed to pay Plaintiff for work in excess of eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1.5) 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, and for work in excess of twelve (12) hours in a day overtime compensation at a rate of two (2) times the regular rate of pay.

32. **Meal Break Violations.** Defendant failed to provide Plaintiff with first or second timely, uninterrupted 30-minute meal break as required by law, according to proof. For instance, among other things according to proof: Plaintiff did not get meal breaks at all; Plaintiff was forced to work throughout

Plaintiff's meal breaks; Plaintiff was "on-call" during meal breaks; Defendant automatically deducted unpaid meal break time from Plaintiff's time worked even though Plaintiff performed work during such time; Defendant rounded Plaintiff's clock in and out times for the start and end of meal breaks; Plaintiff's meal breaks were not timely; Plaintiff's meal breaks were interrupted; Plaintiff's meal breaks were less than the full 30 minutes; and/or Defendant required Plaintiff to remain on premises at the worksite during meal breaks.

33. **Rest Break Violations.** Defendant failed to authorize and permit Plaintiff to take a 10-minute rest break per each four (4) hour period worked or a major fraction thereof, according to proof. For instance, among other things according to proof: Plaintiff did not get rest breaks at all; Plaintiff was forced to work throughout Plaintiff's rest breaks; Plaintiff was "on-call" during rest breaks; Plaintiff's rest breaks were not timely; Plaintiff's rest breaks were interrupted; Plaintiff's rest breaks were less than the full 10 minutes; and/or Defendant required Plaintiff to remain on premises at the worksite during rest breaks.

34. **Wage Statements.** Defendant knowingly and intentionally failed to provide Plaintiff with uniform, complete, and accurate wage statements because the wage statements provided to Plaintiff failed to list the: accurate totals of the hours worked; number of hours worked at each hourly rate; net wages earned; and/or gross wages earned.

35. **Final Pay.** Defendant failed to pay Plaintiff all wages owed to Plaintiff immediately upon Plaintiff's termination of employment, including earned and unpaid wages, such as: minimum wages; overtime wages; meal and rest period premium wages; and/or all wages owed for the final day of work.

FIRST CAUSE OF ACTION

REPRESENTATIVE PAGA ACTION FOR CIVIL PENALTIES PURSUANT TO LABOR CODE SECTION 2698

36. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

37. Under the California Private Attorneys General Act of 2004 ("PAGA"), Labor Code sections 2698-2699.5, private parties may recover civil penalties for violations of the Labor Code. These penalties are in addition to any other relief available under the Labor Code. As set forth above, Defendant has committed numerous violations of the Labor Code against Plaintiff, including but not limited to:

- 1 • **Labor Code §§ 201, 201.5, 202, 203.** Failure to pay all wages immediately upon termination or
2 within 72 hours after notice of separation.
- 3 • **Labor Code § 204.** Failure to pay all earned wages within the time prescribed in Labor Code §§
4 204(a) and 204(b).
- 5 • **Labor Code § 206.** Failure to pay all undisputedly owed wages.
- 6 • **Labor Code § 210.** Failure to pay wages as required by Labor Code §§ 201.3, 204, 204b, 204.1,
7 204.2, 205, 205.5, 227.3, and/or 1197.5.
- 8 • **Labor Code § 212.** Failure to include the name and address of established place of business in
9 the state on pay checks to cash or deposit pay checks.
- 10 • **Labor Code § 213.** Unauthorized payment of final wages via direct deposit.
- 11 • **Labor Code § 221.** Failure to not collect and receive owed wages.
- 12 • **Labor Code § 226.** Failure to provide timely and accurate wage statements.
- 13 • **Labor Code § 226.3.** Failure to comply with Labor Code § 226(a).
- 14 • **Labor Code § 226.7.** Failure to provide rest periods and failure to provide an additional hour of
15 pay at the regular rate of compensation in lieu of the rest periods.
- 16 • **Labor Code §§ 226.7 and 512.** Failure to provide meal periods and failure to provide an
17 additional hour of pay at the regular rate of compensation in lieu of the meal periods.
- 18 • **Labor Code § 256.** Failure to pay all wages immediately upon termination or within 72 hours
19 after notice of separation.
- 20 • **Labor Code §§ 510 and 1194.** Failure to pay overtime and double time compensation.
- 21 • **Labor Code §§ 510, 1194, 1194.2, and 1197.** Failure to pay minimum wages, including overtime
22 and double time compensation at the minimum wage rate.
- 23 • **Labor Code § 558.** Violation of a section of the chapter of the Labor Code starting with Labor
24 Code § 500, *et seq.*, or any provision regulating hours and days of work in any order of the
25 Industrial Welfare Commission.
- 26 • **Labor Code § 558.1.** Violation any provision regulating minimum wages or hours and days of
27 work in any order of the Industrial Welfare Commission, and violating Labor Code §§ 203, 226,
28 226.7, 1193.1, and/or 1194.

- **Labor Code § 1174.** Failure to maintain compliant employee and payroll records.
- **Labor Code § 1197.1.** Failure to pay minimum wage.
- **Labor Code § 1199.** Violation of an order of the Industrial Welfare Commission.
- **Labor Code § 1198.** Violation of the following sections of orders of the Industrial Welfare Commission for conditions of labor prohibited by such:
 - **Wage Order 1-2001 (or other applicable Wage Order), Section 3,** requiring an employer to pay overtime and double time compensation.
 - **Wage Order 1-2001 (or other applicable Wage Order), Section 4,** requiring an employer to pay minimum wages, including overtime and double time compensation at the minimum wage rate.
 - **Wage Order 1-2001 (or other applicable Wage Order), Section 7,** requiring an employer to maintain accurate information with respect to each employee; provide employees with thorough and accurate itemized wage statements; and, provide clocks within a reasonable distance from employees' work areas.
 - **Wage Order 1-2001 (or other applicable Wage Order), Section 11,** requiring an employer to provide its employees with adequate meal periods and an additional hour of pay at the regular rate of compensation in lieu of the rest periods.
 - **Wage Order 1-2001 (or other applicable Wage Order), Section 12,** requiring an employer to provide its employees with adequate rest periods and an additional hour of pay at the regular rate of compensation in lieu of the rest periods.

38. Plaintiff is an “aggrieved employee” within the meaning of California Labor Code section 2699(c), and a proper representative to bring a civil action on behalf of Plaintiff and other current and former employees of Defendant pursuant to the procedures specified in California Labor Code section 2699.3, because Plaintiff is employed by Defendant and the alleged violations of the California Labor Code were committed against Plaintiff.

39. This claim is a *representative* PAGA action.

40. Pursuant to California Labor Code section 2699.3, Plaintiff gave written notice on July 19, 2024, by online filing to the California Labor and Workforce Development Agency (“LWDA”) and by

certified mail to Defendant of the specific provisions of the California Labor Code and IWC Wage Orders alleged to have been violated, including the facts and theories to support the alleged violations. More than 65 days have passed since Plaintiff provided written notice to the LWDA. The LWDA has not provided notice that it intends to investigate PLAINTIFF'S claims.

41. Pursuant to California Labor Code section 2699.3, Plaintiff served Defendant with the aforementioned LWDA notice via certified mail on July 22, 2024. More than 33 days have passed since that date. Defendant has not provided Plaintiff with notice that it cured any of the violations alleged therein.

42. Per the tolling provision in Labor Code section 2699.3(g), the period of liability under Plaintiff's PAGA claim extends one year and sixty-five days before the filing of this complaint (the "PAGA Liability Period").

43. Accordingly, Plaintiff has complied with all of the requirements set forth in California Labor Code section 2699.3 to commence a representative action under PAGA.

44. Pursuant to PAGA, Plaintiff seeks civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof, pursuant to the California Labor Code, including California Labor Code sections 2699(a) and 2699(f), which provides for \$100 for each initial violation and \$200 for each subsequent violation per employee pay period. In addition, pursuant to PAGA, Plaintiff seeks to recover civil penalties, including but not limited to penalties under Labor Code sections 210, 225.5, 226.3, 558, 1174.5, 1197.1, and 1199 from Defendant in a representative action for the violations set forth above. Plaintiff is entitled to an award of reasonable attorneys' fees and costs pursuant to Labor Code section 2699(g)(1).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays judgment against Defendant as follows:

- a. For civil penalties where provided by law;
- b. For prejudgment interest pursuant to California Labor Code section 218.6, California Civil Code section 3287 and/or California Civil Code section 3288 and/or any other provision of law providing for prejudgment interest;
- c. For attorneys' fees where allowed by law;

1 d. For costs of suit incurred herein; and

2 e. For such other and further relief as deemed just and proper.

3
4 DATED: January 30, 2025

COLBY LAW FIRM, PC

5 

6 By: _____

7 AARON N. COLBY

8 ZOE YUZNA

9 Attorneys for Plaintiff

10 MERYL HATHAWAY

EXHIBIT 1



Claudia Acuna <claudia@colbylegal.com>

Fwd: Request for a LOA

1 message

Meryl Hathaway <madeinmaryland@gmail.com>
To: Claudia Acuna <claudia@colbylegal.com>

----- Forwarded message -----

From: **Ayesha Islam** <Ayesha.Islam@bydeluxe.com>
Date: Fri, Jun 7, 2024 at 8:40 AM
Subject: RE: Request for a LOA
To: Deluxe Employee Benefits <employeebenefits@bydeluxe.com>, Meryl Hathaway <madeinmaryland@gmail.com>
Cc: Jannet Lee <Jannet.Lee@bydeluxe.com>, Lucy Madera <Lucy.Madera@bydeluxe.com>

Hi Meryl,

We have received the medical certification form from your doctor and are currently reviewing the non-FMLA request for extending the leave to 8/1 to 8/11/2024 with the b

We will follow up with you once we have an update.



AYESHA ISLAM
BENEFITS SPECIALIST

(she/her)

BYDELUXE.COM | LINKEDIN | INSTAGRAM | FACEBOOK

From: Ayesha Islam
Sent: Wednesday, June 5, 2024 10:47 AM
To: Deluxe Employee Benefits <Employeebenefits@BYDELUXE.COM>; Meryl Hathaway <madeinmaryland@gmail.com>
Cc: Jannet Lee <Jannet.Lee@bydeluxe.com>; Lucy Madera <Lucy.Madera@bydeluxe.com>
Subject: RE: Request for a LOA

Hi Meryl,

Upon further research with the Lincoln, we found that your STD claim was approved through 8/11/2024, however your FMLA entitlement will exhaust as of 7/31/2024.

In order to ensure you have job and benefits protection during the non-FMLA period of 8/1 to 8/11, we need your doctor to complete the attached medical certification forr

Once completed, we will review the non-FMLA extension with the business and they will make the decision of whether they can accommodate the non-FMLA extension.

We will follow up with you once we have an update from the business after they have made their decision.

Please let us know if you have any questions.



AYESHA ISLAM
BENEFITS SPECIALIST

(she/her)

[BYDELUXE.COM](https://www.bydeluxe.com) | [LINKEDIN](#) | [INSTAGRAM](#) | [FACEBOOK](#)

From: Deluxe Employee Benefits
Sent: Tuesday, June 4, 2024 5:05 PM
To: Meryl Hathaway <madeinmaryland@gmail.com>; Ayesha Islam <Ayesha.Islam@bydeluxe.com>
Cc: Deluxe Employee Benefits <Employeebenefits@BYDELUXE.COM>; Jannet Lee <Jannet.Lee@bydeluxe.com>; Lucy Madera <Lucy.Madera@bydeluxe.com>
Subject: RE: Request for a LOA

Hi Meryl,

I apologize for the confusion. I am looking into this with the Lincoln team and will circle back once I have more information.



AYESHA ISLAM
BENEFITS SPECIALIST

(she/her)

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From: Meryl Hathaway <madeinmaryland@gmail.com>
Sent: Tuesday, June 4, 2024 4:56 PM
To: Ayesha Islam <Ayesha.Islam@bydeluxe.com>
Cc: Deluxe Employee Benefits <employeebenefits@bydeluxe.com>; Jannet Lee <Jannet.Lee@bydeluxe.com>; Lucy Madera <Lucy.Madera@bydeluxe.com>
Subject: Re: Request for a LOA

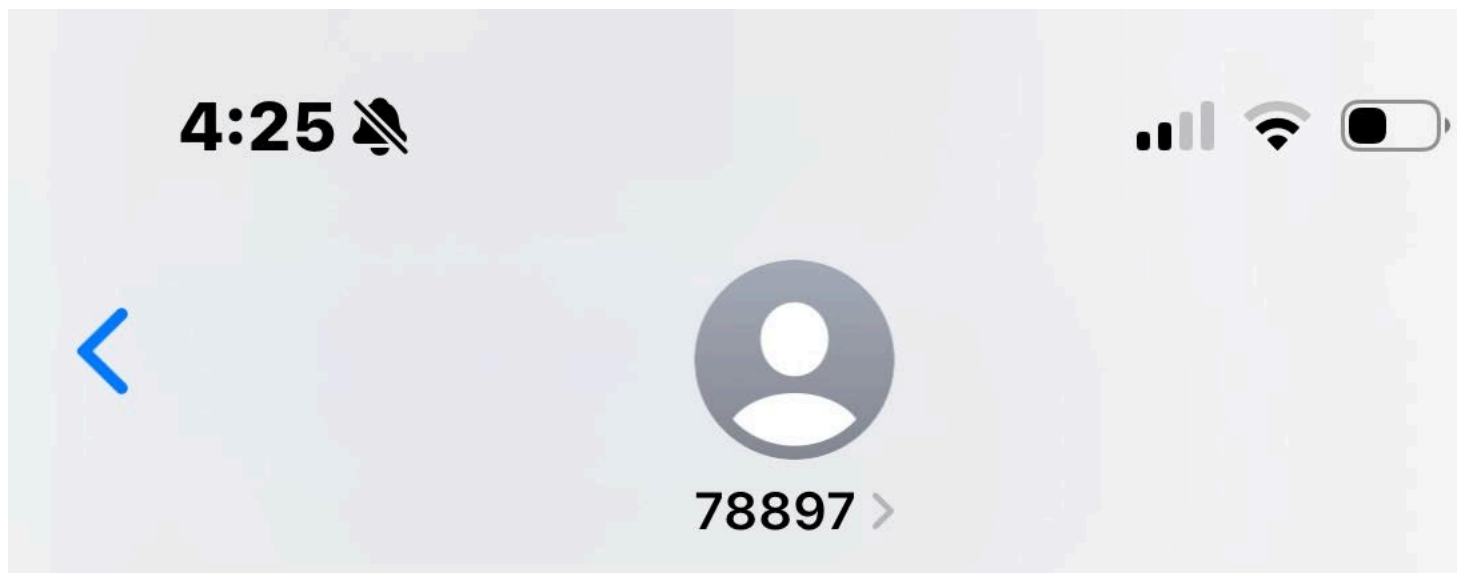
[CAUTION]
This email originated outside Deluxe.

Hi Ayesha,

I'm confused- as I received a voicemail and alert directly from Lincoln after speaking with you today to confirm that my LOA is approved until August 11, return to work August 12.

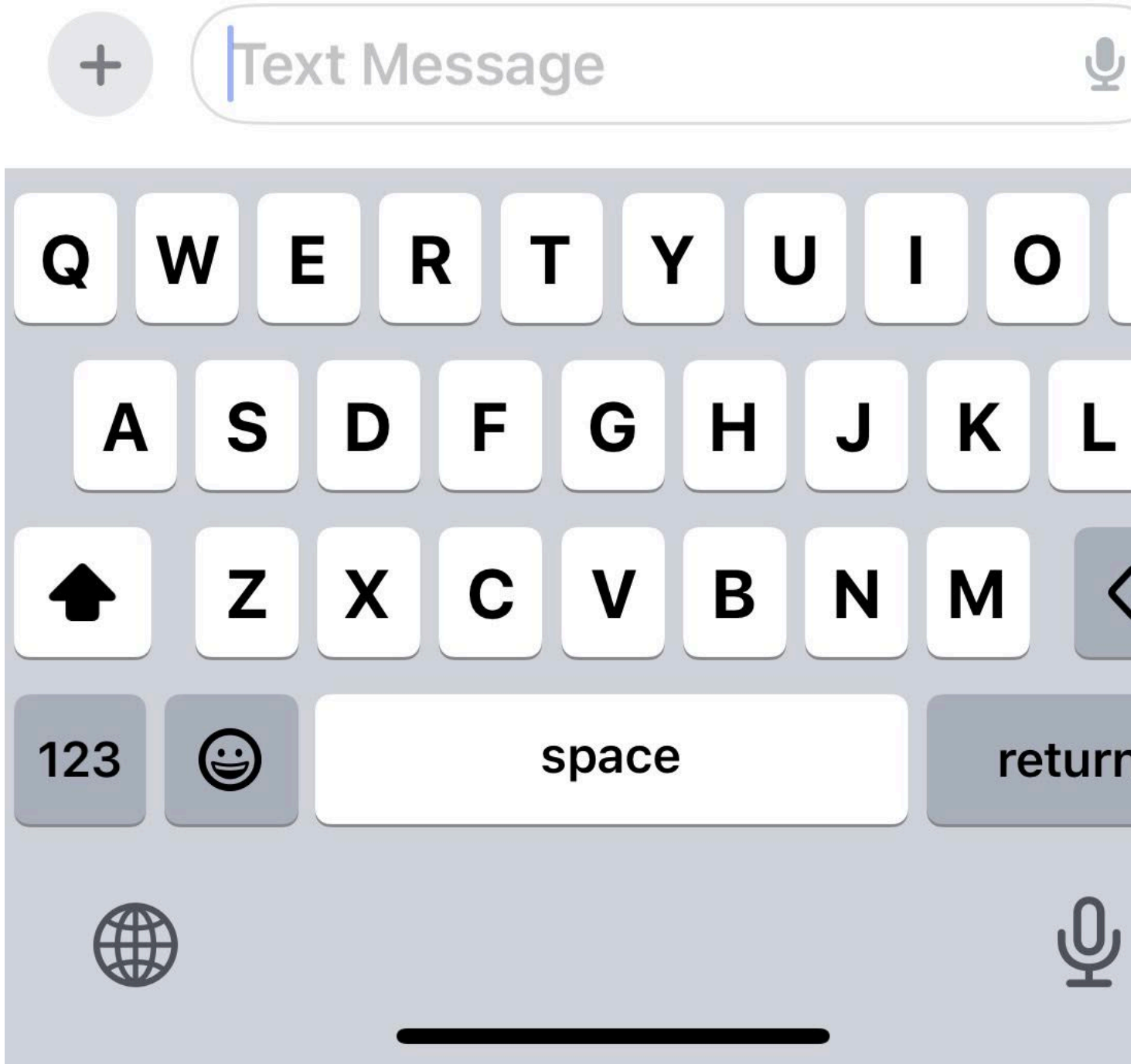
Please advise if you still somehow require another form to be filled out by my doctor, I have to pay for each of those to be filled out and sent and it seems redundant.

Meryl



Today 2:05 PM

Lincoln Financial Group:
Claim [15720439](#). Your
approved through date has
been changed from
07/08/2024 to 08/11/2024.
Text HELP for help. Text STOP
to stop.



4:46  Voicemail**+1 (877) 275-5462**

unknown

June 4, 2024 at 2:05 PM



0:22

-0:0



Transcription

"Merrill this is Erica with Lincoln financial group I received your voice messages regarding claim **15720439** your claim has been extended through August 11 but I've also requested

updated medical documentation just to confirm everything is still going well you can give me a call if required my number is **800-320-7585 extension 79410** thank you..."

Was this transcription **useful** or **not useful**?



Favorites



Recents



Contacts



Keypad



Voicemail

On Tue, Jun 4, 2024 at 3:41 PM Ayesha Islam <Ayesha.Islam@bydeluxe.com> wrote:

Hi Meryl,

The Lincoln team has confirmed that your claim has now been approved through July 31st, 2024.

You will exhaust your FMLA entitlement as of July 31st, 2024.

In order to accommodate the non-FMLA extension from August 1st to August 12th, the business will have to review to see if they can reasonably accommodate the non-

Please have your doctor complete the form as soon as possible and return to us so we have this information to proceed to our next steps in reviewing.

Let me know if you have any questions.



From: Ayesha Islam
Sent: Tuesday, June 4, 2024 11:06 AM
To: Deluxe Employee Benefits <Employeebenefits@BYDELUXE.COM>; madeinmaryland@gmail.com
Cc: Lucy Madera <Lucy.Madera@bydeluxe.com>; Jannet Lee <Jannet.Lee@bydeluxe.com>
Subject: RE: Request for a LOA

Hi Meryl,

Thank you for speaking with me earlier today.

As mentioned during our call, your FMLA and STD claim has been approved from 5/9/2024 to 7/8/2024.

As you mentioned, the claim end date should be 8/12/2024. We have reached out to the Lincoln team to look into this and let us know if anything is needed to update t

We will follow up with you once we hear back from Lincoln.

Please let us know if you have any questions or have any other updates to provide.

Take Care,



From: Deluxe Employee Benefits
Sent: Thursday, May 9, 2024 11:14 AM
To: Meryl Hathaway <Meryl.Hathaway@bydeluxe.com>; Deluxe Employee Benefits <Employeebenefits@BYDELUXE.COM>
Cc: Lucy Madera <Lucy.Madera@bydeluxe.com>; Jannet Lee <Jannet.Lee@bydeluxe.com>
Subject: RE: Request for a LOA

Hi Meryl,

Sure, I updated the invite so that the meeting will now be at 2 PM.



From: Meryl Hathaway <Meryl.Hathaway@bydeluxe.com>
Sent: Thursday, May 9, 2024 11:11 AM
To: Deluxe Employee Benefits <employeebenefits@bydeluxe.com>
Cc: Lucy Madera <Lucy.Madera@bydeluxe.com>; Jannet Lee <Jannet.Lee@bydeluxe.com>
Subject: Re: Request for a LOA

Hi Ayesha,

We should go over the dates and other things as well, I am fine to use sick days for today and tomorrow as Lucy had suggested, my doctor took that information and is writing out a letter w

Also can we please set the meeting time for 2pm today? I have a therapy appointment that will conflict with the 1pm timing.

Thanks very much,



Meryl Hathaway

She/Her

Account Manager, Mastering

(917) 846-9653

Need escalation? Liz.Rizzo@bydeluxe.com

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From: Deluxe Employee Benefits <employeebenefits@bydeluxe.com>
Sent: Thursday, May 9, 2024 11:02:27 AM
To: Meryl Hathaway <Meryl.Hathaway@bydeluxe.com>; Deluxe Employee Benefits <employeebenefits@bydeluxe.com>
Cc: Lucy Madera <Lucy.Madera@bydeluxe.com>; Jannet Lee <Jannet.Lee@bydeluxe.com>
Subject: RE: Request for a LOA

Hi Meryl,

I understand and am happy to meet to answer any questions.

I just sent you a teams invite for 1 PM today.

Please let me know if you have received it. I sent it to your personal email and business email.



From: Meryl Hathaway <Meryl.Hathaway@bydeluxe.com>
Sent: Thursday, May 9, 2024 10:14 AM
To: Deluxe Employee Benefits <employeebenefits@bydeluxe.com>
Cc: Lucy Madera <Lucy.Madera@bydeluxe.com>; Jannet Lee <Jannet.Lee@bydeluxe.com>
Subject: Re: Request for a LOA

Thank you Ayesha,

This is an overwhelming situation and amount of information, so I do think a call would be helpful.

My personal email: MadeinMeryland@Gmail.com

My cell: (917) 846-9653

If we can connect today, I'd really like to get this handled so I can start to focus on my personal situation.

Talk soon,



Meryl Hathaway

She/Her

Account Manager, Mastering

(917) 846-9653

Need escalation? Liz.Rizzo@bydeluxe.com

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From: Deluxe Employee Benefits <employeebenefits@bydeluxe.com>
Sent: Thursday, May 9, 2024 9:58 AM
To: Meryl Hathaway <Meryl.Hathaway@bydeluxe.com>; Deluxe Employee Benefits <employeebenefits@bydeluxe.com>
Cc: Lucy Madera <Lucy.Madera@bydeluxe.com>; Jannet Lee <Jannet.Lee@bydeluxe.com>
Subject: RE: Request for a LOA

Hi Meryl,

I am here to support you with the leave of absence process.

Please review the information below for more information regarding the leave of absence process. I will be your main point of contact during this time. If you have a pe
We recognize that this is a lot of information, however I am available to meet with you to go over your questions. Please let me know if you are available next week and

Your Leave Dates

Anticipated Last day at work: _____

Anticipated leave start date: _____

Anticipated return to work date: _____

Next steps:

- Pre-file your FMLA and STD claims with The Lincoln by calling 888-408-7300.
- File your Disability with the CA EDD
- Make your benefit premiums payments to Inspira Financial during your leave of absence. More details below.

Please review the leave of absence information below and reach out to me with any questions.

Family Medical Leave Act (FMLA)

You may qualify for a leave of absence under the federal Family Medical Leave Act (FMLA) which offers job and benefits protection for up to 12 weeks and equivalent s please contact The Lincoln at 1-888-408-7300. The Lincoln will send you forms that you will need to return to them within 15 days. You may also file and download th

The Lincoln

Company Code: **DeluxeMedia**
(888) 408-7300
www.MyLincolnPortal.com

Group Health Benefits During Your Leave

You are responsible for the benefit premiums for group health coverage during your leave of absence.

Your share of premiums for group health coverage will continue to be automatically deducted from your paycheck as long as you receive pay from Deluxe Media payroll

Once you stop receiving pay from Deluxe Media payroll, you must begin paying your premiums directly to Deluxe Media's third party administrator, Inspira Financial . If you have paid through.

If you do not receive a welcome letter from Inspira Financial , please call Inspira Financial at (800) 359-3921 or contact us at employeebenefits@bydeluxe.com.

Receiving Pay During Your Leave

Holiday Pay

You are not eligible for holiday pay while on a leave of absence. You must be on active status the day before and the day after a holiday to be eligible for holiday pay.

7 Day Waiting Period

The Lincoln STD and State programs require a 7-day non-payable waiting period (5 business days) before you start receiving benefits. We will apply any available Sick

EDD State Disability Insurance

You may be eligible for partial wage replacement through California's State Disability Insurance (SDI). The SDI program is state-mandated and funded through employ

You will need to initiate your claim for SDI payments directly with the State of California after you start your leave of absence. For more information on these benefits, when asked for your employer's address: [Deluxe Media - 2130 N. Hollywood Way, Burbank, CA 91505](#)

The Lincoln Short-Term Disability

Deluxe provides eligible employees with short term disability coverage through The Lincoln. The plan replaces up to 75% of your weekly salary (up to \$2,500 per week please contact The Lincoln Disability at 1-888-408-7300. *This partial wage replacement will be offset by any state disability pay benefits you are eligible to receive.*

To initiate your Short-Term Disability benefits, please contact The Lincoln Disability Service Center at 888-408-7300. The Lincoln will send you forms that you will need

	Program	Leave	Length of pay	Amount of pay	Runs concurrent with	Approval Determined By
Paid	Short Term Disability	Short Term Disability	Up to 180 days	approx. 5-15% of salary	EDD SDI and FMLA	Lincoln
	State	State Disability Insurance	up to 8 (or 12) weeks	Approx. 60-70% of salary	STD and FMLA	CA EDD
	Program	Leave	Length of job protection		Runs concurrent with	Approval Determined By
Unpaid Job Protection	Federal	Family Medical Leave Act (FMLA)	up to 12 weeks		EDD SDI and STD	Lincoln
	State	California Family Rights Act (CFRA) (only in CA)	up to 12 weeks		FMLA, STD	Lincoln

Accrued Paid Time Off

Please contact me if you would like to use accrued sick, floating holidays and vacation time to supplement your STD benefits.

Returning From Your Leave

7/6/24, 8:38 AM

Colby Law Firm Mail - Fwd: Request for a LOA

Contact the Deluxe Benefits Team with the date you anticipate returning to work. Failure to report your return date in a timely manner may impact your pay and system
Prior to your return to work, the attached Return to Work Certification form must be completed by your physician and returned to me at least 2 weeks before your antici

Please feel free to contact me if you have any questions.



From: Lucy Madera <Lucy.Madera@bydeluxe.com>
Sent: Wednesday, May 8, 2024 4:58 PM
To: Meryl Hathaway <Meryl.Hathaway@bydeluxe.com>; Deluxe Employee Benefits <employeebenefits@bydeluxe.com>
Subject: RE: Request for a LOA

You're very welcome. Also, I have notified Liz that you will be out for the remainder of the week, and that we are working with you on a potential leave of absence.

Please take care of yourself and do not hesitate to reach out if you need anything in the meantime.

Talk to you soon.

Best,

Lucy

From: Meryl Hathaway <Meryl.Hathaway@bydeluxe.com>
Sent: Wednesday, May 8, 2024 4:39 PM
To: Lucy Madera <Lucy.Madera@bydeluxe.com>; Deluxe Employee Benefits <employeebenefits@bydeluxe.com>
Subject: RE: Request for a LOA

Thank you both.

From: Lucy Madera <Lucy.Madera@bydeluxe.com>
Sent: Wednesday, May 8, 2024 4:31 PM
To: Deluxe Employee Benefits <employeebenefits@bydeluxe.com>
Cc: Meryl Hathaway <Meryl.Hathaway@bydeluxe.com>
Subject: Request for a LOA

Hi Ayesha,

Meryl and I spoke this afternoon regarding a potential leave of absence for her. Could you please forward any relevant information/documentation pertaining to the LOA you have any questions or need additional assistance.

Best,

Lucy



LUCY MADERA
DIRECTOR, EMPLOYEE
RELATIONS
M: 323-833-8415

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image005.png
25K

EXHIBIT 2



Claudia Acuna <claudia@colbylegal.com>

Fwd: Time to Connect

1 message

Meryl Hathaway <madeinmaryland@gmail.com>
To: Claudia Acuna <claudia@colbylegal.com>

----- Forwarded message -----

From: **Celisse Saucedo** <CELISSE.SAUCEDA@bydeluxe.com>
Date: Thu, Jun 27, 2024 at 6:14 PM
Subject: RE: Time to Connect
To: Melanie Parker <Melanie.Parker@bydeluxe.com>, Meryl Hathaway <madeinmaryland@gmail.com>

Thank you, Melanie!

Hi Meryl,

I will call you at the number below on Monday at 10am PST.

Thank you!

From: Melanie Parker <Melanie.Parker@bydeluxe.com>
Sent: Thursday, June 27, 2024 4:59 PM
To: Meryl Hathaway <madeinmaryland@gmail.com>
Cc: Celisse Saucedo <CELISSE.SAUCEDA@bydeluxe.com>
Subject: RE: Time to Connect

Hi Meryl,

Thank you. I've added my colleague Celisse to the thread as she will actually be able to speak with you and David on Monday at 10am PST as I'm out of the office.

We'll call you at (917) 846-9653.

Thank you,

Melanie

From: Meryl Hathaway <madeinmaryland@gmail.com>
Sent: Thursday, June 27, 2024 4:55 PM
To: Melanie Parker <Melanie.Parker@bydeluxe.com>
Subject: Re: Time to Connect

[CAUTION]
This email originated outside Deluxe.

Yes, 10am PST

On Thu, Jun 27, 2024 at 6:16 PM Melanie Parker <Melanie.Parker@bydeluxe.com> wrote:

Confirming this is 10am PST?

From: Meryl Hathaway <madeinmaryland@gmail.com>
Sent: Thursday, June 27, 2024 3:34 PM
To: Melanie Parker <Melanie.Parker@bydeluxe.com>
Cc: Meryl Hathaway <Meryl.Hathaway@bydeluxe.com>
Subject: Re: Time to Connect

[CAUTION]

How is 10?

Thanks,
Meryl

On Thu, Jun 27, 2024 at 3:28 PM Melanie Parker <Melanie.Parker@bydeluxe.com> wrote:0am?

Sure thing. What's a good time on Monday?

Get [Outlook for iOS](#)

From: Meryl Hathaway <madeinmaryland@gmail.com>
Sent: Thursday, June 27, 2024 11:43:29 AM
To: Melanie Parker <Melanie.Parker@bydeluxe.com>
Cc: Meryl Hathaway <Meryl.Hathaway@bydeluxe.com>
Subject: Re: Time to Connect

[CAUTION]
This email originated outside Deluxe.

Hi Melanie,

I'm with family until Sunday. Can we connect Monday?

Thanks,
Meryl

On Thu, Jun 27, 2024 at 1:11 PM Melanie Parker <Melanie.Parker@bydeluxe.com> wrote:

Hello Meryl,

I hope this finds you well. I'm reaching out to set up some time to have a discussion with you.

What are the best times for you either today or tomorrow?



depn

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