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October 21, 2026

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(*Via Online Submission*)

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(*Via Certified Mail, Return Receipt Requested*)
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Re: ***Shanna Miller v. American Pacific Mortgage Corporation, et al.***
Notice of Labor Code Violations and PAGA Penalties

To Whom It May Concern:

Please be advised that my office has been retained by Shanna Miller ("Ms. Miller") to pursue a Labor Code Private Attorneys General Act of 2004 ("PAGA") representative action (Cal. Lab. Code §§ 2699, *et seq.*) against Ms. Miller's former employer, American Pacific Mortgage Corporation ("American Pacific"). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which we allege American Pacific engaged in with respect to Ms. Miller and potentially all of American Pacific's Aggrieved Employees.

Ms. Miller wishes to pursue this action on behalf of Employees as Aggrieved Employees, on behalf of the State of California, as well as on behalf of potentially all other persons who worked for American Pacific in California as a non-exempt or hourly-paid employee at any time within the applicable statutory period (hereafter, the "Aggrieved Employees").

Ms. Miller and the Aggrieved Employees, or some of them, suffered the Labor Code violations described below.

Ms. Miller's Employment with American Pacific Mortgage Corporation

American Pacific is a mortgage lending business. Ms. Miller worked as a Loan Officer Assistant. Ms. Miller's primary job function was to support mortgage or loan originators by managing administrative paperwork, communicating with clients, and preparing loan files. In performing Ms. Miller's duties, Ms. Miller was regularly required to perform work (off-the-clock), without compensation, including, but not limited to, continuing to work after clocking out at the end of her

scheduled shift to complete her assigned tasks, and responding to work-related phone calls and text messages on her personal cell phone and company phone both in lieu of taking meal and rest breaks and outside scheduled work hours. American Pacific's supervisor told Ms. Miller that overtime was not allowed, instructed her to clock out and continue working, and amended her time records to falsely show that she had clocked out at her regularly scheduled time. Ms. Miller was also frequently deprived of an opportunity to take legally compliant meal and rest breaks. Specifically, because of the high volume of files assigned to her with urgent deadlines, Ms. Miller regularly had to clock out for a meal period and keep working, and skip or cut short her rest periods. Additionally, Ms. Miller necessarily incurred business-related expenses, including, but not limited to, using her personal cell phone for work-related purposes, but American Pacific failed to reimburse these expenses. These are just non-exhaustive examples of the facts and theories Ms. Miller asserts, which are described in more detail below.

American Pacific own/owned and operate/operated an industry, business, and establishment within the State of California. As such and based upon all the facts and circumstances incident to American Pacific's business in California, American Pacific are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business & Professions Code.

Ms. Miller is a resident of Redding, California who worked for American Pacific in Shasta County, California as an hourly-paid, non-exempt employee from approximately May 2026 to approximately August 2026.

During Ms. Miller's employment for American Pacific, American Pacific paid Ms. Miller an hourly wage and classified Ms. Miller as non-exempt from overtime. American Pacific typically scheduled Ms. Miller to work at least five days in a workweek and at least eight hours per day, but Ms. Miller also worked more than eight hours in a workday and more than forty (40) hours in a workweek.

Throughout Ms. Miller's employment, American Pacific failed to pay for all hours worked (including minimum, straight time, and overtime wages), failed to provide Ms. Miller with legally compliant meal periods, failed to authorize and permit Ms. Miller to take rest periods, failed to timely pay all final wages to Ms. Miller when American Pacific terminated Ms. Miller's employment, failed to furnish accurate wage statements to Ms. Miller, failed to indemnify Ms. Miller for business expenditures, and failed to timely produce Ms. Miller's requested employment records. As discussed below, Ms. Miller's experience working for American Pacific was typical and illustrative.

Failure to Pay for All Hours Worked, Including Minimum, Straight, and Overtime Wages

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is 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.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the

employment of an employee for longer hours than those fixed by the IWC is unlawful.

Throughout the statutory period, American Pacific failed to pay Ms. Miller and the Aggrieved Employees, or some of them, for all hours worked, including minimum, straight time, and overtime wages. American Pacific at times required Ms. Miller and the Aggrieved Employees, or some of them, to work "off-the-clock," uncompensated, by, for example, requiring Ms. Miller and the Aggrieved Employees to perform work during uncompensated meal periods and rest periods, and requiring Ms. Miller and the Aggrieved Employees to perform work before clocking in and/or after clocking out. For example, approximately five times per week, Ms. Miller was required to clock out at the end of her scheduled shift and continue working to complete all of her assigned tasks. When Ms. Miller tried to remain clocked in after her regular working hours, supervisor [redacted] told her that overtime was not allowed and that, if she had extra tasks to complete, she should clock out and keep working. When Ms. Miller remained clocked in after her regular working hours, Ms. Andrews amended her time records to make it appear that she had clocked out at her regularly scheduled time. This resulted in approximately four hours of uncompensated work per week. Because Ms. Miller performed this work after completing her scheduled shift, she should have been paid overtime for much of it. For example, American Pacific required Ms. Miller to carry both her personal cell phone and a company phone at all times, including during meal and rest periods. Coworkers and supervisors, [redacted], would call or text Ms. Miller with work-related questions, requests for updates on assignments, and work-related instructions. When Ms. Miller did not answer immediately, they would continue calling or texting until she answered. As a result, Ms. Miller understood that she was required to monitor her phones and perform work-related activities outside of her compensated working time, totaling approximately two and a half hours per week. Some of this unpaid work should have been paid at the overtime rate. California Labor Code § 510 requires that employers compensate employees 1.5 times their regular rate of pay when employees work over eight hours per day, 40 hours per week, or when employees work up to eight hours on any seventh day of a workweek. American Pacific failed to properly calculate Ms. Miller's regular rate of pay when paying overtime, by failing to include all compensation in Ms. Miller's overtime calculations. In failing to pay for all hours worked, American Pacific also failed to maintain accurate records of the hours Ms. Miller and the Aggrieved Employees, or some of them, worked.

Throughout the statutory period, American Pacific also engaged in a practice of improper rounding. Under *Camp v. Home Depot U.S.A., Inc.* (2022) 84 Cal.App.5th 638, because American Pacific could and did track the exact time in minutes that Ms. Miller worked, they must pay for all time worked. When an employer uses an electronic timekeeping system to record time worked, this ability to "precisely capture time worked" means that "the employer must pay the employee for that worktime when due." (*Id*. at 671.) As a result of American Pacific's rounding policy, Ms. Miller consistently was not compensated at least minimum wage for all hours that Ms. Miller worked.

As a result, American Pacific is liable to Ms. Miller and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 210, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including minimum, straight time, and overtime wages.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled

to be paid one hour of additional wages for each workday they were not provided with all required meal period(s). Despite these legal requirements, American Pacific at times wrongfully failed to provide Ms. Miller and the Aggrieved Employees, or some of them, with their legally mandated 30-minute, uninterrupted, and duty-free meal period in a manner required by law (and also including but not limited to failing at times to provide Plaintiff, the Class, and the Aggrieved Employees, or some of them, the opportunity to leave the work premises to take meal periods). For example, approximately four times per week, Ms. Miller was required to clock out for a meal period but continue working. American Pacific assigned Ms. Miller a large number of files to review during each shift, each with urgent deadlines. As a result, Ms. Miller had to work without interruption, even after she clocked out for her meal period. Additionally, about once a week, Ms. Miller could not begin her meal period until after her fifth hour of work because she had too many tasks to complete and had to work several hours without interruption to finish reviewing all her assigned files. Furthermore, American Pacific required Ms. Miller to carry her personal cell phone and a company phone at all times, including during meal periods. Coworkers and supervisors, including [redacted], would call or text Ms. Miller with work-related questions, requests for assignment updates, and work-related instructions, and would keep calling or texting until she answered. As a result, Ms. Miller understood that she had to monitor her phone and remain available to American Pacific even during her meal periods. Accordingly, Ms. Miller was not provided with timely, uninterrupted, and duty-free meal periods. American Pacific also continued to assert control over Ms. Miller and the Aggrieved Employees, or some of them, by, among other things, requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying Ms. Miller and the Aggrieved Employees, or some of them, permission to take a meal period under the conditions required by law, and without properly compensating Ms. Miller and the Aggrieved Employees, or some of them, for meal periods that were not provided as required by law. American Pacific also did not inform Ms. Miller of their right to, nor permitted them to take, all of their second meal periods when Ms. Miller worked at least ten hours of work in a workday and otherwise unlawfully pressured Ms. Miller to waive such breaks. Accordingly, American Pacific at times failed to provide meal periods to Ms. Miller and the Aggrieved Employees, or some of them, in compliance with California law.

Ms. Miller and the Aggrieved Employees, or some of them, are thus entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s). American Pacific, however, at times failed to pay Ms. Miller and the Aggrieved Employees, or some of them, the additional wages to which they were entitled for meal periods that were not provided.

As a result, American Pacific is liable to Ms. Miller and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

American Pacific is required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e., more than two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as required is itself a violation of California's rest break laws.

Throughout the statutory period, American Pacific at times has wrongfully failed to authorize and permit Ms. Miller and the Aggrieved Employees, or some of them, to take legally compliant rest

periods in a manner required by law (and also including but not limited to failing, at times, to authorize and permit Plaintiff, the Class, and the Aggrieved Employees, or some of them, the opportunity to leave the work premises to take rest periods). American Pacific at times required Ms. Miller and the Aggrieved Employees, or some of them, to work in excess of four consecutive hours a day without American Pacific's authorizing and permitting Ms. Miller to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating Ms. Miller and the Aggrieved Employees, or some of them, for rest periods that were not authorized or permitted.

Instead, American Pacific at times continued to assert control over Ms. Miller and the Aggrieved Employees, or some of them, by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or at times by denying Ms. Miller and the Aggrieved Employees, or some of them, permission to take a rest period. For example, approximately three times per week, Ms. Miller could not take at least one rest period because she had too many tasks to complete and was required to work several hours without interruption to finish reviewing all of her assigned files. Additionally, approximately twice per week, supervisors, including [redacted], interrupted Ms. Miller's rest periods and instructed her to complete a task immediately because of urgent customer requests. Furthermore, American Pacific required Ms. Miller to carry her personal cell phone and a company phone at all times, including during rest periods. Coworkers and supervisors, including [redacted], would call or text Ms. Miller with work-related questions, requests for assignment updates, and work-related instructions, and would keep calling or texting until she answered. As a result, Ms. Miller understood that she was required to remain on call and available to American Pacific during her rest periods, and she was not relieved of all duty or authorized and permitted to take uninterrupted, duty-free rest periods. Accordingly, American Pacific at times failed to authorize and permit Ms. Miller and the Aggrieved Employees, or some of them, to take rest periods in compliance with California law. Ms. Miller and the Aggrieved Employees, or some of them, are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). American Pacific, however, at times failed to pay Ms. Miller and the Aggrieved Employees, or some of them, the additional wages to which they were entitled for rest periods that they were not authorized and permitted to take.

As a result, American Pacific is liable to Ms. Miller and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Pay All Earned Wages Twice Per Month

Based on American Pacific's failure at times to pay Ms. Miller and the Aggrieved Employees, or some of them, for all wages as discussed above, American Pacific also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for overtime hours worked. However, at times, American Pacific failed and refused to pay Ms. Miller all wages due, and failed to pay those wages twice a month, in that Ms. Miller was not paid all wages for all meal periods not provided by American Pacific, all wages for all rest periods not authorized and permitted by American Pacific, and all wages for all hours worked. As a result, American Pacific owe Ms. Miller the legally required wages for unpaid wages, and Ms. Miller and the Aggrieved Employees, or some of them, suffered damages in those amounts.

Moreover, American Pacific is liable to Ms. Miller and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

Ms. Miller seeks penalties under California Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

American Pacific, however, at times failed to maintain accurate records of hours worked, and all meal periods taken or missed by Ms. Miller and the Aggrieved Employees, or some of them.

American Pacific's failure to provide and maintain records required by the California Labor Code and the applicable IWC Wage Orders deprived Ms. Miller and the Aggrieved Employees, or some of them, the ability to know, understand, and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in American Pacific's records. Therefore, Ms. Miller and the Aggrieved Employees, or some of them, had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to American Pacific. As a direct result, Ms. Miller and the Aggrieved Employees, or some of them, have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorneys' fees in seeking to compel American Pacific to fully perform their obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of American Pacific's knowing failure, at times, to comply with the California Labor Code and applicable IWC Wage Orders, Ms. Miller and the Aggrieved Employees, or some of them, have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 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. Direct deposits of wages to an employee's bank, savings and loan, or credit union account that were previously authorized by the employee are immediately terminated when an employee quits or is discharged, and the payment of wages upon termination of employment in the manner described above shall apply unless the employee has voluntarily authorized that deposit and provided that the employer complies with the provisions of Labor Code § 213(d) relating to the payment of wages upon termination or quitting of employment.

Within the applicable statute of limitations, Ms. Miller's employment and the employment of many other Aggrieved Employees ended, i.e., were terminated by quitting or being discharged, and the employment of others will be terminated. However, during the relevant time period, American Pacific at times failed, and continue at times to fail, to pay Ms. Miller and terminated Aggrieved Employees, or some of them, without abatement, all wages required to be paid by Labor Code

sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving American Pacific's employment. These unpaid wages include wages for unpaid work time (including minimum, straight time, and overtime wages), missed meal period premium wages, and missed rest period premium wages. American Pacific also violated, and continues to violate, Labor Code section 213(d) by paying final wages (if any are paid at all) via direct deposit without the employee's voluntary authorization.

American Pacific's conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Ms. Miller and the Aggrieved Employees, or some of them, are entitled to recover from American Pacific their additional wages for each day they were not paid, at their regular hourly rate of pay, up to a maximum of thirty (30) days pursuant to Labor Code § 203.

Moreover, American Pacific is liable to Ms. Miller and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination, and for unlawfully making any such payment (if any) via direct deposit without the employee's voluntary authorization.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226(e)(2)(B)(iii).)

The statute further provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation occurs and one hundred dollars ($100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars ($4,000), and is entitled to an award of costs and reasonable attorney's fees." (Lab. Code § 226(e)(1).)

Throughout the statutory period, American Pacific at times failed to, and continue at times to fail, to timely furnish Ms. Miller and the Aggrieved Employees, or some of them, with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law).

Because American Pacific at times violated Labor Code § 226, Ms. Miller and similarly Aggrieved Employees, or some of them, suffered injury and damage to their statutorily protected rights. Accordingly, Ms. Miller and similarly Aggrieved Employees, or some of them, are entitled to recover from American Pacific the greater of their actual damages caused by American Pacific's failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars ($4,000) per employee. Moreover, American Pacific are liable to Ms. Miller and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code § 226.3 for failing to timely furnish accurate itemized wage statements.

Failure to Indemnify for Necessary Expenditures

Labor Code § 2802(a) provides that employers shall indemnify their employees for all necessary business expenditures or losses incurred in the direct discharge of their duties. Throughout the statute of limitations period applicable to this cause of action, American Pacific at times wrongfully required Ms. Miller and the Aggrieved Employees, or some of them, to pay expenses that they incurred in direct discharge of their duties for American Pacific, including for the use of their personal cell phones. Ms. Miller and the Aggrieved Employees, or some of them, at times paid out-of-pocket for necessary employment-related expenses. Ms. Miller and the Aggrieved Employees, or some of them, incurred substantial expenses as a direct result of performing their job duties for American Pacific, but American Pacific failed to indemnify Ms. Miller and the Aggrieved Employees, or some of them, for these employment-related expenses.

As a result, American Pacific are liable to Ms. Miller and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 2802 and 2699(f)(2) for failing to indemnify Ms. Miller and the Aggrieved Employees, or some of them, for necessary business expenditures.

Recordkeeping Requirement Violations

California Labor Code section 1174 requires employers to keep "accurate and complete" payroll records showing, among other things, the hours worked daily by Ms. Miller and Aggrieved Employees. All applicable IWC Wage Orders, section 7, similarly require employers to keep accurate time records reflecting the times during which all owed meal periods were provided each day.

Based on information and belief, American Pacific at times failed, and continues at times to fail, to keep accurate and complete payroll records as required by law, including but not limited to the following records: total daily hours worked, applicable rates of pay, time records showing when Ms. Miller and other Aggrieved Employees began and ended each work period, time records of meal periods, and accurate itemized wage statements.

Based on information and belief, American Pacific at times failed and continue at times to fail to keep accurate and complete records showing total hours worked by Ms. Miller and Aggrieved Employees, or some of them, by virtue of American Pacific's time rounding and/or auto deduction policies and practices and/or other off-the-clock work policies and practices. American Pacific failed at times and continue at times to fail to keep accurate and complete records showing total hours worked by virtue of American Pacific's failure to relieve Ms. Miller and Aggrieved Employees, or some of them, of all duties and American Pacific's control for unpaid meal periods, resulting in unpaid hours worked.

Based on information and belief, American Pacific further failed, and continues to fail, to record

the true start and end times of Ms. Miller's and the Aggrieved Employees' meal periods, or some of them.

Based on further information and belief, American Pacific further failed at times and continues at times to fail to record the true start and end times of Ms. Miller's and Aggrieved Employees' work shifts, or some of them.

Additionally, American Pacific has at times failed, and continues to fail, to keep accurate records and issue accurate wage statements by failing to document accrued sick time for Ms. Miller and Aggrieved Employees, or some of them. American Pacific's failure to keep "accurate and complete" payroll records for Ms. Miller and Aggrieved Employees, or some of them, violates Labor Code sections 1174, 1198, 1199, and all applicable IWC Wage Orders, section 7. These violations subject American Pacific to civil penalties under Labor Code sections 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and Wage Order provision, for each Aggrieved Employee (or some of them), results in a separate civil penalty.[1]

Action for Civil Penalties Under PAGA

In light of the above, Ms. Miller alleges that American Pacific violated the following provisions of the Labor Code with respect to the Aggrieved Employees, or some of them:

1. Labor Code §§ 204, 510, 1194, 1197, and 1198 by failing at times to pay for all hours worked, including minimum wages, straight time wages, and overtime wages;
2. Labor Code § 226.7 and applicable Wage Orders by failing at times to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing at times to authorize and permit rest periods;
4. Labor Code § 204 by failing at times to pay all earned wages two times per month;
5. California Labor Code § 1174.5 and applicable Wage Orders by failing at times to maintain accurate records of hours worked, and meal periods taken or missed;
6. Labor Code §§ 201 to 203 by willfully failing at times to pay all wages owed at termination;
7. Labor Code § 226 by failing at times to provide accurate itemized wage statements;
8. Labor Code § 2802 by failing at times to indemnify for necessary expenditures; and
9. Labor Code § 1174 by failing at times to keep accurate and complete payroll records.

Therefore, on behalf of potentially Aggrieved Employees, Ms. Miller seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699.

Ms. Miller has placed American Pacific on notice by mailing a certified copy of this correspondence, as indicated on the first page. Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

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[1] See Lab. Code §2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period").

Sincerely,

WILSHIRE LAW FIRM



Christina M. Le, Esq.