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VIA ONLINE SUBMISSION

Stewart Knox, Secretary
California Labor & Workforce
Development Agency
800 Capitol Mall, Suite 5000 (MIC-55)
Sacramento, CA 95814

VIA CERTIFIED MAIL

Pier 15 Logistics LLC
Attn: Human Resources
5650 Dolly Avenue
Buena Park, CA 90621

Pier 15 Logistics LLC
Attn: Legal Department
1323 West Bay Avenue
Buena Park, CA 92661

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO CALIFORNIA LABOR
CODE SECTION 2698, *ET SEQ.***

To: The California Labor and Workforce Development Agency; Pier 15 Logistics LLC

From: Anthony Spearman, on behalf of himself and all other current and former hourly nonexempt employees for violations of the California Labor Code

To Whom It May Concern:

Abramson Labor Group has been retained by former employee Anthony Spearman ("Mr. Spearman") to seek compensation and all other available relief, including civil penalties on his behalf and on the behalf of all those similarly aggrieved (collectively with Mr. Spearman, "Claimants") who have been injured by Pier 15 Logistics LLC ("Pier 15 Logistics") violations of the California Labor Code. Mr. Spearman, on behalf of himself and all other similarly aggrieved current and former hourly nonexempt employees of Pier 15 Logistics, intends to seek civil penalties, attorneys' fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.* of the Labor Code Private Attorneys General Act of 2004 ("PAGA").

Factual Statement:

Pier 15 Logistics is an Amazon delivery service partner that offers specialty delivery and assembly and installation of large items like game tables (e.g., pool tables, ping pong tables), large appliances (e.g., refrigerators, barbecues), mattresses, and furniture. Pier 15 Logistics drivers are based in Southern California and typically travel to customer destinations in Los Angeles and Orange Counties.

Claimant Mr. Spearman worked for Pier 15 Logistics from approximately July 1, 2023 to June 17, 2024 as an hourly, nonexempt employee in the position of Delivery Driver/Assembler, earning \$21.00 per hour at the time of his separation. Mr. Spearman, on behalf of himself and all other similarly aggrieved current and former employees in California in various positions, are or were generally engaged in Amazon specialty delivery and assembly and installation of large items. As part of their employment with Pier 15 Logistics, Claimant and other hourly, nonexempt employees, collectively, "hourly nonexempt employees," are or were assigned to and required to suffer and permitted to work without pay, while performing tasks collectively including, but not limited to, attending group meetings; load trucks for the day's deliveries based on the schedule provided; perform pre- and post-trip inspections of assigned box truck; drive with a helper on a specified route using GPS to customers' homes to then deliver large items to customers; assembling those large items in customers' homes and place them in the desired location pursuant to customers' instructions; and obtain customers' signatures upon delivery and assembly.

Claimant Mr. Spearman regularly worked five (5) days per week for 11 hours or more hours per day. During the entire course of his employment, Pier 15 Logistics failed to provide Mr. Spearman and continues to fail to provide those similarly aggrieved with some overtime pay and compliant meal periods and rest breaks. Pier 15 Logistics has also failed to pay minimum wages to Mr. Spearman and other hourly, nonexempt employees in violation of Labor Code sections 510, 1194, 1197, and 1182.12, and section 4 of IWC Wage Order No. 9-2001. As a consequence, Pier 15 Logistics has failed to comply with Labor Code sections 226.7, 510, and 512, and sections 3, 11, and 12 of all applicable Industrial Welfare Commission ("IWC") Wage Orders, including but not limited to, IWC Wage Order No. 9-2001. In violation of Labor Code sections 510, 1194, 1197, and 1182.12, Pier 15 Logistics has failed to compensate Claimants at a rate of one and one-half (1.5) times their regular rate for all hours worked over eight (8) hours per workday and the first eight (8) hours worked on the seventh day of a workweek and at two (2) times their regular rate for hours worked over twelve (12) hours per workday and eight (8) hours on the seventh day of a workweek.

Pier 15 Logistics has also failed and continues to fail to pay all wages owed every pay period in violation of Labor Code section 204. Likewise, Pier 15 Logistics has failed and continues to fail to provide timely, accurate wage statements to Mr. Spearman and other aggrieved persons in violation of Labor Code section 226(a). With regard to those no longer employed by Pier 15 Logistics, including Mr. Spearman, Pier 15 Logistics violated Labor Code section 203 by failing to pay all wages due upon separation. Pier 15 Logistics has failed and continues to fail to fully reimburse Claimants for all necessary, business-related expenses and losses they incurred, including, but not limited to, all costs for cell phone data and uniforms, in violation of Labor Code section 2802. Mr. Spearman is informed and believes that such violations are ongoing, systematic, and continuous. Mr. Spearman intends to bring an action against Pier 15 Logistics under the Private Attorneys General Act ("PAGA") to recover wages and penalties as provided by California law.¹

¹ Without limitation, Mr. Spearman, if permitted, will seek any and all penalties otherwise capable of being collected by the Commission. This includes each provision as set forth in Labor Code section 2699.5 as follows:

The provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230A,

Theories of Labor Code Violations and Remedies:

Claimant Mr. Spearman was employed by Pier 15 Logistics from approximately July 1, 2023 to June 17, 2024 as a Delivery Driver/Assembler. The position of Delivery Driver/Assembler entails driving a box truck to customers' homes to deliver and assemble large items. For a period of at least four (4) years prior to January 2025, but for our purposes here, one (1) year prior, Pier 15 Logistics has violated and continues to violate the California Labor Code sections as detailed below.

Claimants also were at all times entitled to payment of **minimum wages**. Pier 15 Logistics has failed and continues to fail to pay Claimants minimum wages for all hours worked as required by Labor Code sections 510, 1194, and 1194.2 and section 4 of IWC Wage Order No. 9-2001. First, Defendant Claimants worked a substantial amount of time while off-the-clock—meaning they were not punched in for work—and therefore, those working hours were not recorded and then compensated. This off-the-clock time primarily occurred because Claimants were required to perform work in the form of helping others upon arrival before clocking in for their scheduled shifts and also help with tasks after clocking out at the end of their shifts. Accordingly, Claimants were not paid for that time spent working off the clock. That is, Defendant implemented policies and enforced practices requiring Claimants to perform work before and after their shifts off the clock, the effects of which Defendant could have mitigated by adjusting expectations and/or by adding more staff to reduce the expected daily workload. However, Defendant instead chose to instruct Claimants to work during these times. In effect, these policies and practices constitute a failure on Pier 15 Logistics part to compensate Claimants for all compensable work performed. Additionally, as explained in further detail below, Defendants failed to provide compliant meal periods and rest breaks and failed to provide corresponding premium pay for those violations. With that, Pier 15 Logistics' corresponding failure to provide premium pay and do so at the regular rate, if any premiums were paid at all, in lieu of compliant meal periods and rest breaks constitutes Pier 15 Logistics' failure to pay minimum wages for all hours worked every pay period and upon separation in violation of Labor Code sections 201, 202, 203, 204, 226(a), 510, 1182.12, 1194, and 1197. Therefore, Claimants are entitled to recover wages and/or penalties as provided by Labor Code section 1197.1 and section 20 of IWC Wage Order No. 9-2001.

Claimants were at all times entitled to unpaid off-duty, uninterrupted **meal periods**. As explained in the preceding paragraph, Pier 15 Logistics failed to authorize and permit timely, full-length meal periods for Mr. Spearman and all other similarly aggrieved employees as required by Labor Code sections 226.7 and 512 and section 11 of IWC Wage Order No. 9-2001. Mr. Spearman and all similarly aggrieved persons were required to perform work during their meal periods in the form of continuing to perform their assigned services that prevented them from taking their 30-minute meal periods. Mr. Spearman and Claimants did not clock out for their meal periods, which establishes that Pier 15 Logistics knew that Claimants' meal periods were noncompliant. Despite that, Pier 15 Logistics did not compensate Claimants with an extra hour of pay at the regular rate for noncompliant meal periods for each workday on which they occurred. Accordingly, since Pier 15 Logistics required Mr. Spearman and others similarly situated to work during

230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, paragraphs (1), (2), and (3) of subdivision (a) of, and subdivision (e) of, Section 1701.4, subdivision (a) of Section 1701.5, Sections 1701.8, 1701.10, 1701.12, 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651., and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3095, 6310, 6311, and 6399.7.

their meal periods in violation of Labor Code sections 226.7(a) and 512, Claimants seek all available penalties as set forth in Labor Code sections 558, section 20 of IWC Wage Order No. 9-2001, and 2699(f).

Claimants were at all times entitled to take paid, off duty 10-minute **rest breaks**. However, for the same reasons cited in the preceding paragraph regarding meal periods, Pier 15 Logistics likewise failed to authorize and permit Mr. Spearman and all other similarly aggrieved employees to take any full-length, off-duty rest breaks as required by Labor Code sections 226.7 and section 12 of IWC Wage Order No. 9-2001. Claimants were not able to take their requisite number of 10-minutes rest breaks based on their shift duration; Claimants regularly worked through their entire rest breaks. Pier 15 Logistics did not compensate Claimants with an extra hour of pay at the regular rate for noncompliant rest breaks for each workday on which they occurred. Therefore, Claimants are entitled to recover wages and/or penalties as provided by Labor Code section 558 and section 20 of IWC Wage Order No. 9-2001. Furthermore, since Pier 15 Logistics required their hourly nonexempt employees to perform work during rest periods in violation of Labor Code section 226.7(b), Claimants seek all available penalties set forth in Labor Code sections 558 and 2699.

At all times relevant herein, Claimants were entitled to the payment of **overtime**. That is, pursuant to Labor Code sections 510, 1194, 1197, and 1182.12, Pier 15 Logistics was required to compensate Claimants at a rate of one-and-one-half (1.5) times their regular rate for all hours worked over eight (8) hours per workday and the first eight (8) hours worked on the seventh day of a workweek and at two (2) times their regular rate for hours worked over twelve (12) hours per workday and eight (8) hours on the seventh day of a workweek. Mr. Spearman and Claimants regularly worked overtime hours. Pier 15 Logistics has failed to and continues to fail to pay Claimants overtime wages owed for off-the-clock time worked that should have been compensated as overtime, yet regularly required them to work these overtime hours without premium pay under Labor Code section 1194. Pier 15 Logistics has also failed to compensate at the correct overtime rate during pay periods when Mr. Spearman and Claimants earned performance-based bonuses. In short, during the entire course of their employment, Pier 15 Logistics failed to provide Mr. Spearman and continues to fail to provide all others similarly situated with all overtime pay in violation of 226.7, 510, and 512 and all applicable IWC Wage Orders, including but not limited to IWC Wage Order 9-2001, section 3.

Pursuant to Labor Code sections 201–203, Claimants who have since separated from Pier 15 Logistics, including Mr. Spearman, were entitled to be paid all **wages owed upon separation** within the statutorily allotted time—immediately (resignation with notice and termination) or within seventy-two (72) hours (resignation without notice). Claimants, including Mr. Spearman, did not receive all wages owed upon separation based on Pier 15 Logistics’ prior failings to pay all wages owed every pay period, including but not limited to meal and rest premiums and for all hours worked, as explained above. Additionally, Pier 15 Logistics failed to pay Mr. Spearman his final wages on the day of his termination—it paid him via direct deposit over one week following his termination.

Claimants were at all times entitled to be provided timely and accurate **wage statements** from Pier 15 Logistics pursuant to Labor Code section 226. Because Pier 15 Logistics failed to pay Claimants all of their meal period and rest break premiums for noncompliant meal periods and rest breaks and failed to pay Claimants minimum wages for all hours worked before, during, and after their shifts and for all overtime wages due, Claimants’ wage statements were inaccurate in reflecting meal period and rest break premiums owed, overtime and minimum wages, and all hours worked every pay period. As a consequence, Claimants’ wage statements also do not reflect the accurate amount of net and gross wages owed. Accordingly, Claimants seek all available penalties as set forth in Labor Code sections 226(e) and 2699.

Finally, Claimants were entitled to be reimbursed by Pier 15 Logistics for all necessary, **business-related expenses** they incurred in executing their duties for Pier 15 Logistics. California Labor Code section 2802 provides that “An employer shall indemnify his or his employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or his duties, or of his or

his obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.” Pier 15 Logistics, however, has failed to fully reimburse Claimants for all necessary, business-related expenses and losses they incurred, including, but not limited to, gas, gloves, and all costs incurred for the use of their personal cells phone required during their shifts for navigation purposes. First, Claimants occasionally had to fill up their trucks with fuel using their own money and then submit a receipt for reimbursement. However, Pier 15 Logistics failed to reimburse those receipts on many occasions. Second, Claimants had to rely on their own cell phones to provide GPS along their routes when their cell phones Pier 15 Logistics provided weren’t working. The \$5 per-pay-period reimbursement was insufficient to reimburse Claimants for these expenses. Finally, Claimants had to purchase their own gloves, which were necessary in the delivery/assembly/installation process for safety and efficacy purposes. Accordingly, Claimants are entitled to recover their unreimbursed expenditures and losses pursuant to Labor Code section 2802.

Pier 15 Logistics’ uniform failure to pay overtime and minimum wages, failure to authorize and permit full-length, off-duty rest breaks and meal periods or pay Claimants adequate premium compensation in lieu thereof, failure to furnish timely and accurate wage statements, and failure to reimburse all necessary, business-related expenses violate Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512, 1182.12, 1194, 1197, and 2802, and as such, penalties are recoverable as set forth in Labor Code sections 210, 1194, *et seq.*, and 2699.

Claimants are entitled to recover unpaid wages, with interest, and are entitled to an award of attorneys’ fees as permitted by Labor Code section 1194, other penalties as permitted by Labor Code sections 210 and 2699, and waiting time penalties for former employees pursuant to Labor Code section 203.

Accordingly, Claimants seek the remedies set forth in the above-referenced Labor Code sections for themselves, 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), 2699.3(c), and 2699.5, Mr. Spearman, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for themselves, all other aggrieved employees, and the State of California against Pier 15 Logistics for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

Should you require any additional information, please feel free to contact me.

Sincerely,

ABRAMSON LABOR GROUP

A handwritten signature in cursive script that reads "Cheryl Kenner".

Cheryl A. Kenner