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VIA ONLINE SUBMISSION

Labor & Workforce Development Agency
Attn: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, California 94102

Re: **Private Attorney General Act Notice**

Dear PAGA Administrator:

This firm represents Gilberto Flores ("Plaintiff") with respect to Plaintiff's claims against D&D Wholesale Distributors, LLC ("D&D") and Worldwide Transport, LLC ("Worldwide") (collectively hereinafter "Defendants") arising out of violations of numerous provisions of the applicable California Labor Code and IWC Wage Order committed against all of Defendants' non-exempt employees.

This letter shall serve as written notice, pursuant to California Labor Code section 2699.3(a) (1), of Defendants' violations of the provisions of the Labor Code and Wage Order set forth below.

Plaintiff was employed as a truck driver by D&D and Worldwide, companies engaged in the distribution of produce, meats, poultry, grocery items, non-foods, frozen foods, and dairy products to various businesses within California.

Defendants operate exclusively within California, delivering goods to final destinations such as restaurants, schools, and other commercial food service establishments.

Plaintiff was employed by Defendants from April 2023 to December 11, 2024. Plaintiff worked as a warehouse employee during the first month of his employment but was primarily engaged in driving a freight truck to deliver goods to Defendants' customers. These deliveries were made solely within the state of California and represented the final stage of the goods' transportation, as the goods had already arrived in California from intrastate and interstate shipments before being loaded onto Plaintiff's truck.



Throughout Plaintiff's employment, Defendants required Plaintiff to use his personal mobile phone for work-related purposes, including receiving delivery instructions, communicating with dispatchers, and coordinating deliveries with customers. Despite this regular and necessary use of Plaintiff's personal phone, Defendants failed to reimburse Plaintiff for business-related phone expenses until the last few months of his employment, in violation of California law.

Additionally, Plaintiff was frequently denied legally required meal and rest breaks in violation of California Labor Code §512 and §226.7. Specifically, Plaintiff was not provided with a 30-minute, uninterrupted meal break after five (5) hours of work, nor was Plaintiff compensated with one additional hour of pay for each missed meal break. Plaintiff was also not provided with a 10-minute, uninterrupted rest break for every four (4) hours worked, nor was Plaintiff compensated with one additional hour of pay for each missed rest break.

At all relevant times, Plaintiff worked under conditions where Defendants exercised significant control over Plaintiff's work schedule and duties but failed to adhere to California's wage and hour laws regarding meal breaks, rest breaks, and reimbursement for necessary business expenses.

Plaintiff alleges that Defendant engaged in a pattern of knowingly violating numerous Labor Code sections. In particular, Defendants have violated California's wage and hour laws by:

a) Failing to permit non-exempt employees to take timely rest/meal breaks in violation of Labor Code section 226.7, 512, and the applicable Wage Order. Pursuant to Defendants' policies and the demands of Plaintiff's duties, Plaintiff routinely was required to skip, and consequently missed, the rest/meal periods required to be made available to Plaintiff.

b) Failing to pay premium pay for missed or untimely rest/meal breaks, in violation of Labor Code sections 226.7 and 512. Plaintiff has not been compensated for Plaintiff's missed rest/meal breaks.

c) Failing to pay all earned wages (including premium pay for missed meal and rest breaks) at least twice a month in violation of Labor Code section 204. By failing to properly compensate Plaintiff, as described above, Defendants violated this provision.

d) Failing to maintain and furnish accurate, itemized statements of hours worked, gross and net wages earned all applicable hourly rates in effect during the pay period and the number of hours worked at each hourly rate, and deductions in violation of



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the applicable Wage Order and Labor Code sections 226 and 226.3. Defendants did not keep accurate records of non-exempt employees' hours worked and/or wages earned.

e) Failing to pay all earned wages (including premium pay for missed meal breaks) at the time of termination or within 72 hours of resignation in violation of Labor Code sections 201, 202, 203, 206, and 227.3. As described above, Defendants systematically failed to pay all premium pay owed to Plaintiff (and other non-exempt employees); as such, Plaintiff's earned wages were not timely paid in full following Plaintiff's separation from Defendants.

f) Failing to reimburse Plaintiff and similarly aggrieved employees for business expenses in violation of Labor Code section 2802.

As an aggrieved employee, Plaintiff is able to bring a PAGA claim on behalf of **all** non-exempt Defendants' employees, and is entitled to recover penalties for all violations, as well as Plaintiff's attorneys' fees.

This notice is based on the facts currently known to Plaintiff and is made without prejudice to Plaintiff's right to seek all available remedies for any and all additional violations that may subsequently be discovered or identified.

Please advise this office within 60 days of the post-mark date of this notice whether the Labor & Workforce Development Agency intends to investigate the above-noted Labor Code and Wage Order violations. Thank you for your attention to this matter.

Very truly yours,

Jose M. Herrera

cc: D&D Wholesale Distributors, LLC and Worldwide Transport, LLC, *via Certified Mail/Return Receipt Requested*