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Superior Court of California,
County of San Diego

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Clerk of the Superior Court
By Mariejo Guyot, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

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

Plaintiff,

vs.

ONESOURCE DISTRIBUTORS, LLC, a
Delaware limited liability company;
ONESOURCE SUPPLY SOLUTIONS,
LLC, a Delaware limited liability company;
SONEPAR MANAGEMENT US, INC., a
Delaware corporation; INDEPENDENT
ELECTRIC SUPPLY, INC., a California
corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 37-2022-00029632-CU-OE-CTL

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

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (Unpaid Minimum Wages);
- (3) Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 (Failure to Provide Meal Periods);
- (4) Violation of California Labor Code §§ 226.7, 516, and 1198 (Failure to Authorize and Permit Rest Periods);
- (5) Violation of California Labor Code §§ 226(a), 1174(d), and 1198 (Non-Compliant Wage Statements and Failure to Maintain Payroll Records);
- (6) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination);
- (7) Violation of California Labor Code § 204 (Failure to Timely Pay Wages During Employment);
- (8) Violation of California Labor Code § 2802 (Unreimbursed Business Expenses);
- (9) Civil Penalties for Violations of California Labor Code, Pursuant to PAGA, §§ 2698, *et seq.*

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- (10) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unlawful Business Practices); and
- (11) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unfair Business Practices)

Jury Trial Demanded

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

4 JURISDICTION AND VENUE

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

18 2. This Court has jurisdiction over Defendants because Defendants are either
19 citizens of California, have sufficient minimum contacts in California, or otherwise
20 intentionally avail themselves of the California market so as to render the exercise of
21 jurisdiction over them by the California courts consistent with traditional notions of fair play
22 and substantial justice.

23 3. Venue is proper in this Court, because Defendants ONESOURCE
24 DISTRIBUTORS, LLC and ONESOURCE SUPPLY SOLUTIONS, LLC filed Statement of
25 Information forms with the California Secretary of State designating a principal place of
26 business in Oceanside, County of San Diego, in accordance with California Corporations
27 Code section 2105(a)(3). Cal. Code Civ. P. § 395.5. Venue is also proper in this Court
28 because Defendants employ persons in this county, and thus a substantial portion of the

1 transactions and occurrences related to this action occurred in this county.

2 **THE PARTIES**

3 4. Plaintiff Tyrone Williams is a resident of Tustin, in Orange County, California.
4 Defendants employed Plaintiff as an hourly paid, non-exempt employee from approximately
5 April 2015 to February 2022. Plaintiff worked as a Warehouse Associate, DC Lead, and DC
6 Associate at Defendants' facility in Fullerton, California. During his employment, Plaintiff
7 typically worked nine (9) to ten (10) hours per day and five (5) days per week. Plaintiff's
8 primary job duties included, without limitation, packing products and preparing them for
9 shipping and training new employees on the same.

10 5. ONESOURCE DISTRIBUTORS, LLC was and is, upon information and
11 belief, a Delaware limited liability company, and at all times hereinafter mentioned, an
12 employer whose employees are engaged throughout this county and the State of California.

13 6. ONESOURCE SUPPLY SOLUTIONS, LLC was and is, upon information and
14 belief, a Delaware limited liability company, and at all times hereinafter mentioned, an
15 employer whose employees are engaged throughout this county and the State of California.

16 7. SONEPAR MANAGEMENT US, INC. was and is, upon information and
17 belief, a Delaware corporation, and at all times hereinafter mentioned, an employer whose
18 employees are engaged throughout this county and the State of California.

19 8. INDEPENDENT ELECTRIC SUPPLY, INC. was and is, upon information and
20 belief, a California corporation, and at all times hereinafter mentioned, an employer whose
21 employees are engaged throughout this county and the State of California.

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

26 10. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
27 were the partners, agents, owners, or managers of ONESOURCE DISTRIBUTORS, LLC;
28 ONESOURCE SUPPLY SOLUTIONS, LLC; SONEPAR MANAGEMENT US, INC.; and

1 INDEPENDENT ELECTRIC SUPPLY, INC. at all relevant times.

2 11. Plaintiff is informed and believes, and thereon alleges, that each and all of the
3 acts and omissions alleged herein was performed by, or is attributable to, ONESOURCE
4 DISTRIBUTORS, LLC; ONESOURCE SUPPLY SOLUTIONS, LLC; SONEPAR
5 MANAGEMENT US, INC.; INDEPENDENT ELECTRIC SUPPLY, INC; and/or DOES 1
6 through 10 (collectively, “Defendants” or “ONESOURCE”), each acting as the agent,
7 employee, alter ego, and/or joint venturer of, or working in concert with, each of the other co-
8 Defendants and was acting within the course and scope of such agency, employment, joint
9 venture, or concerted activity with legal authority to act on the others’ behalf. The acts of any
10 and all Defendants were in accordance with, and represent, the official policy of Defendants.

11 12. At all relevant times, Defendants, and each of them, ratified each and every act
12 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
13 and abetted the acts and omissions of each and all the other Defendants in proximately causing
14 the damages herein alleged.

15 13. Plaintiff is informed and believes, and thereon alleges, that each of said
16 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
17 omissions, occurrences, and transactions alleged herein.

18 14. Under California law, Defendants are jointly and severally liable as employers
19 for the violations alleged herein because they have each exercised sufficient control over the
20 wages, hours, working conditions, and employment status of Plaintiff and class members.
21 Each Defendant had the power to hire and fire Plaintiff and class members, supervised and
22 controlled their work schedule and/or conditions of employment, determined their rate of pay,
23 and maintained their employment records. Defendants suffered or permitted Plaintiff and
24 class members to work and/or “engaged” Plaintiff and class members so as to create a
25 common-law employment relationship. As joint employers of Plaintiff and class members,
26 Defendants are jointly and severally liable for the civil penalties and all other relief available
27 to Plaintiff and class members under the law.

28 15. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,

Defendants, and each of them, have acted as joint employers with respect to Plaintiff and class members because Defendants have:

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

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

17. ONESOURCE DISTRIBUTORS, LLC; ONESOURCE SUPPLY SOLUTIONS, LLC; SONEPAR MANAGEMENT US, INC.; INDEPENDENT ELECTRIC SUPPLY, INC.; and DOES 1 through 10 are therefore alter egos of each other.

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

19. Plaintiff further alleges, upon information and belief, that Defendants ONESOURCE DISTRIBUTORS, LLC; ONESOURCE SUPPLY SOLUTIONS, LLC;

1 SONEPAR MANAGEMENT US, INC.; and INDEPENDENT ELECTRIC SUPPLY, INC.
2 are alter egos of each other for the following reasons:

- 3 (a) On the California Secretary of State’s website
4 (<https://bizfileonline.sos.ca.gov/>), ONESOURCE DISTRIBUTORS,
5 LLC and ONESOURCE SUPPLY SOLUTIONS, LLC have the same
6 entity address and mailing address, which is “3951 Oceanic Drive,
7 Oceanside, California 92056”;
- 8 (b) According to the most recent “Statement of Information” forms filed
9 with the California Secretary of State, ONESOURCE DISTRIBUTORS,
10 LLC and INDEPENDENT ELECTRIC SUPPLY, INC. share the same
11 agent for service of process, “C T CORPORATION SYSTEM”; and
- 12 (c) On information and belief, ONESOURCE DISTRIBUTORS, LLC;
13 ONESOURCE SUPPLY SOLUTIONS, LLC; SONEPAR
14 MANAGEMENT US, INC.; and INDEPENDENT ELECTRIC
15 SUPPLY, INC. utilize the same standardized employment forms and
16 issue the same employment policies.

17 **GENERAL ALLEGATIONS**

18 20. Defendants provide products and services to support original equipment
19 manufacturing, maintenance and repair operations, facility maintenance, photovoltaic solar,
20 infrastructure, machine tooling, and new construction. Upon information and belief,
21 Defendants maintain a single, centralized Human Resources (“HR”) department at their
22 company headquarters in Oceanside, California, which is responsible for the recruiting and
23 hiring of new employees, and communicating and implementing Defendants’ company-wide
24 policies, including timekeeping policies and meal and rest period policies, to employees
25 throughout California.

26 21. In particular, Plaintiff and class members, on information and belief, received
27 the same standardized documents and/or written policies. Upon information and belief, the
28 usage of standardized documents and/or written policies, including new-hire documents,

1 indicate that Defendants dictated policies at the corporate level and implemented them
2 company-wide, regardless of their employees' assigned locations or positions. Upon
3 information and belief, Defendants set forth uniform policies and procedures in several
4 documents provided at an employee's time of hire.

5 22. Upon information and belief, Defendants maintain a centralized Payroll
6 department at their company headquarters in Oceanside, California, which processes payroll
7 for all non-exempt, hourly paid employees working for Defendants at their various locations
8 and jobsites in California, including Plaintiff and class members. Based upon information and
9 belief, Defendants issue the same formatted wage statements to all non-exempt, hourly paid
10 employees in California, irrespective of their work locations. Upon information and belief,
11 Defendants process payroll for departing employees in the same manner throughout the State
12 of California, regardless of the manner in which each employee's employment ends.

13 23. Defendants continue to employ non-exempt or hourly paid employees in
14 California.

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

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

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

25 27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
26 should have known that Plaintiff and class members were entitled to be paid at a regular rate
27 of pay, and corresponding rates of pay for overtime wages and/or meal and rest period
28 premiums, that included as eligible income all remuneration required by law, including but not

1 limited to, all income derived from incentive pay, nondiscretionary bonuses, and/or other
2 forms of compensation, but failed to include all forms of remuneration in calculating the
3 regular rate of pay for Plaintiff and class members.

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

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

17 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
18 should have known that Plaintiff and class members were entitled to rest periods in
19 accordance with the California Labor Code and applicable IWC Wage Order or payment of
20 one (1) additional hour of pay at their regular rates of pay when they were not authorized and
21 permitted to take a compliant rest period. In violation of the California Labor Code, Plaintiff
22 and class members were not authorized and permitted to take compliant rest periods, nor did
23 Defendants provide Plaintiff and class members with payment of one (1) additional hour of
24 pay at their regular rates of pay when they were not authorized and permitted to take a
25 compliant rest period.

26 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
27 should have known that Plaintiff and class members were entitled to receive complete and
28 accurate wage statements in accordance with California law. In violation of the California

1 Labor Code, Plaintiff and class members were not provided complete and accurate wage
2 statements.

3 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
4 should have known that they had a duty to maintain accurate and complete payroll records in
5 accordance with the California Labor Code and applicable IWC Wage Order, but willfully,
6 knowingly, and intentionally failed to do so.

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

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

18 35. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
19 should have known that Plaintiff and class members were entitled to one day's rest in seven.
20 In violation of the California Labor Code, Defendants required Plaintiff and class members to
21 work more than six consecutive days without a day of rest, where the total hours worked
22 exceeded 30 hours in any week or six hours in any one day thereof.

23 36. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
24 should have known that they had a duty to maintain, for Plaintiff and class members, a
25 temperature in work areas that provided reasonable comfort consistent with industry-wide
26 standards for the nature of the process and the work performed, and to take all feasible means
27 to reduce excessive heat or humidity to a degree providing reasonable comfort, but failed to
28 do so.

1 37. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
2 should have known that Plaintiff and class members were entitled to receive full
3 reimbursement for all business-related expenses and costs they incurred during the course and
4 scope of their employment and that they did not receive full reimbursement of applicable
5 business-related expenses and costs incurred.

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

12 **PAGA REPRESENTATIVE ALLEGATIONS**

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

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

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

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

28 (a) The aggrieved employee or representative shall give written notice by

1 online filing with the LWDA and by certified mail to the employer of
2 the specific provisions of the California Labor Code alleged to have
3 been violated, including the facts and theories to support the alleged
4 violation.

5 (b) An aggrieved employee's notice filed with the LWDA pursuant to
6 2699.3(a) and any employer response to that notice shall be
7 accompanied by a filing fee of seventy-five dollars (\$75).

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

16 43. Pursuant to California Labor Code sections 2699.3(c), aggrieved employees,
17 through Plaintiff, may pursue a civil action arising under PAGA for violations of any
18 provision other than those listed in Section 2699.5 after the following requirements have been
19 met:

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

25 (b) An aggrieved employee's notice filed with the LWDA pursuant to
26 2699.3(c) and any employer response to that notice shall be
27 accompanied by a filing fee of seventy-five dollars (\$75).

28 (c) The employer may cure the alleged violation within thirty-three (33)

1 calendar days of the postmark date of the notice sent by the aggrieved
2 employee or representative. The employer shall give written notice
3 within that period of time by certified mail to the aggrieved employee or
4 representative and by online filing with the LWDA if the alleged
5 violation is cured, including a description of actions taken, and no civil
6 action pursuant to Section 2699 may commence. If the alleged violation
7 is not cured within the 33-day period, the aggrieved employee may
8 commence a civil action pursuant to Section 2699.

9 44. On August 17, 2022, Plaintiff provided written notice by online filing to the
10 LWDA and by Certified Mail to Defendants of the specific provisions of the California Labor
11 Code alleged to have been violated, including facts and theories to support the alleged
12 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written
13 notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The
14 LWDA PAGA Administrator confirmed receipt of Plaintiff's written notice and assigned
15 Plaintiff PAGA Case Number LWDA-CM-902515-22. A true and correct copy of Plaintiff's
16 written notice to the LWDA and Defendants is attached hereto as "Exhibit 1."

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

20 46. Thus, Plaintiff has satisfied the administrative prerequisites under California
21 Labor Code section 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
22 violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516,
23 551, 552, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

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

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

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

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

11 50. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a),
12 2699.3(a), 2699.3(c), and 2699.5, and section 558, Plaintiff, acting in the public interest as a
13 private attorney general, seeks assessment and collection of civil penalties for himself, all
14 other aggrieved employees, and the State of California against Defendants for violations of
15 California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 551, 552,
16 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

17 **CLASS ACTION ALLEGATIONS**

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

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

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

24 All persons who worked for Defendants as non-exempt, hourly
25 paid employees in California, within four years prior to the filing
of the initial complaint until the date of trial (“Class”).

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

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

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

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

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

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

- (a) Whether Defendants required Plaintiff and class members to work over eight (8) hours per day, over twelve (12) hours per day, or over forty (40) hours per week and failed to pay all legally required overtime compensation to Plaintiff and class members;
- (b) Whether Defendants failed to include all forms of remuneration in the “regular rate” of pay as required by law for purposes of paying overtime wages and/or meal and rest period premiums to Plaintiff and class members;
- (c) Whether Defendants failed to pay Plaintiff and class members at least minimum wages for all hours worked;
- (d) Whether Defendants failed to provide Plaintiff and class members with meal periods;
- (e) Whether Defendants failed to authorize and permit Plaintiff and class members to take rest periods;
- (f) Whether Defendants provided Plaintiff and class members with complete and accurate wage statements as required by California Labor Code section 226(a);
- (g) Whether Defendants maintained accurate payroll records as required by California Labor Code section 1174(d);
- (h) Whether Defendants failed to pay earned overtime wages, minimum wages, and/or meal and rest period premiums due to Plaintiff and class

members upon their discharge;

- (i) Whether Defendants failed timely to pay overtime wages, minimum wages, and/or meal and rest period premiums due to Plaintiff and class members during their employment;
- (j) Whether Defendants failed to provide Plaintiff and class members one day's rest in seven;
- (k) Whether Defendants failed to maintain for Plaintiff and class members a temperature in work areas that provided reasonable comfort consistent with industry-wide standards for the nature of the process and the work performed, and to take all feasible means to reduce excessive heat or humidity to a degree providing reasonable comfort;
- (l) Whether Defendants failed to reimburse Plaintiff and class members for necessary and required business-related expenditures and/or losses incurred by them in the scope of their employment;
- (m) Whether Defendants engaged in unlawful and unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*; and
- (n) The appropriate amount of damages, restitution, or monetary penalties resulting from Defendants' violations of California law.

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

- (a) Numerosity: The class members are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than one hundred (100) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.
- (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately

1 protect the interests of each class member with whom he has a well-
2 defined community of interest, and Plaintiff's claims (or defenses, if
3 any) are typical of all class members as demonstrated herein.

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

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

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

1 while simultaneously protecting their privacy.

2 **FIRST CAUSE OF ACTION**

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

4 **(Against all Defendants)**

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

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

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

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

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

26 64. California Labor Code section 510 codifies the right to overtime compensation
27 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
28 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the

seventh (7th) day of work, and to overtime compensation at twice the employee's regular rate of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh (7th) day of work.

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

66. During the relevant time period, Defendants had, and continue to have, a company-wide policy and/or practice of requiring Plaintiff and class members to perform various work-related tasks while off-the-clock before their shifts and on their days off. For example, Plaintiff and class members were required to communicate with supervisors about their day's work duties for several minutes before clocking in. Additionally, Defendants required Plaintiff to communicate via phone calls and text messages regarding work-related matters on his days off.

67. Moreover, Defendants had, and continue to have, a company-wide policy and/or practice of understaffing their worksites while assigning heavy workloads, including pressuring employees to meet deadlines and productivity requirements. Defendants' policies and/or practices resulted in a failure to provide Plaintiff and class members with adequate meal period coverage, and thus, Plaintiff and class members were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. Defendants also had a practice of failing to schedule meal periods and/or adhere to a schedule for meal periods, which further caused Plaintiff and class members to not be relieved of their duties for compliant meal periods. For example, Plaintiff sometimes missed his meal periods entirely due to the heavy workload. Thus, Plaintiff and class members missed meal periods and/or had meal periods interrupted in order to complete their assigned workloads and meet productivity expectations. Defendants did not compensate Plaintiff and class members for the time they spent working off the clock during meal periods.

1 68. Furthermore, on information and belief, because Defendants frowned upon
2 employees accruing meal period penalties, Defendants' management pressured Plaintiff and
3 class members to clock out for meal periods regardless of whether they had received a
4 compliant meal period or not, in order to strictly limit the meal penalties that would need to be
5 paid by Defendants. Thus, Defendants did not record all hours worked during meal periods,
6 and Plaintiff and class members performed work during meal periods for which they were not
7 paid.

8 69. Defendants knew or should have known that as a result of these company-wide
9 practices and/or policies, Plaintiff and class members were performing their assigned duties
10 off-the-clock and/or during meal periods, and were suffered or permitted to perform work for
11 which they were not paid. Because Plaintiff and class members worked shifts of eight (8)
12 hours or more a day, or forty (40) hours a week or more, some of this off-the-clock work
13 qualified for overtime premium pay. Therefore, Plaintiff and class members were not paid
14 overtime wages for all of the overtime hours they actually worked.

15 70. Furthermore, Defendants did not pay Plaintiff and class members the correct
16 overtime rate for the recorded overtime hours that they generated. In addition to an hourly
17 wage, Defendants paid Plaintiff and class members incentive pay, nondiscretionary bonuses,
18 and/or other forms of remuneration. However, in violation of the California Labor Code,
19 Defendants failed to incorporate all compensation, including incentive pay, nondiscretionary
20 bonuses, and/or other forms of remuneration, into the calculation of the regular rate of pay for
21 purposes of calculating the overtime wage rate. Therefore, during times when Plaintiff and
22 class members worked overtime and received these other forms of pay, Defendants failed to
23 pay all overtime wages by paying a lower overtime rate than required.

24 71. For example, Defendants paid Plaintiff and class members incentive pay and/or
25 nondiscretionary bonuses which were listed on Plaintiff's and class members' wage
26 statements as "Bonus (Supplemen" and "BONUS DISCRET." During pay periods that
27 Plaintiff and class members were paid overtime wages, Defendants did not incorporate the
28 incentive pay and/or nondiscretionary bonuses into Plaintiff's and class members' regular rate

1 of pay and, as a result, paid them at incorrect and lower rates of pay for overtime hours
2 worked. Specifically, Defendants paid Plaintiff and class members 1.5 times their hourly rate
3 of pay instead of 1.5 times their regular rate of pay. Defendants' failure to properly calculate
4 the overtime rates of pay based on all remuneration paid has resulted in an underpayment of
5 overtime wages to Plaintiff and class members on a company-wide basis.

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

11 **SECOND CAUSE OF ACTION**

12 **Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198—Unpaid** 13 **Minimum Wages** 14 **(Against all Defendants)**

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

17 74. At all relevant times, California Labor Code sections 1182.12, 1194, 1197,
18 1197.1, and 1198 provide that the minimum wage for employees fixed by the IWC is the
19 minimum wage to be paid to employees, and the payment of a wage less than the minimum so
20 fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 7-2001 as "the
21 time during which an employee is subject to the control of an employer, and includes all the
22 time the employee is suffered or permitted to work, whether or not required to do so." Cal.
23 Code. Regs. tit. 8, § 11070(2)(G) (defining "Hours Worked").

24 75. As set forth above, Defendants maintained policies and/or practices requiring
25 Plaintiff and class members to perform work off-the-clock prior to the start of their shifts
26 and/or on their days off, including communicating with management about work-related
27 matters. Further, as also stated above, due to Defendants' policies and/or practices of
28 understaffing their worksites while assigning heavy workloads/deadlines and failing to

1 schedule meal periods and/or failing to adhere to a schedule of meal periods, Plaintiff and
2 class members were impeded from taking all uninterrupted meal periods to which they were
3 entitled and were required to work off-the-clock during meal periods. Moreover, as stated, in
4 order to prevent employees from accruing meal period penalties, upon information and belief,
5 Defendants' management pressured employees to clock out for meal periods even when meal
6 periods were missed, short, and/or interrupted. Thus, Defendants systematically failed to pay
7 Plaintiff and class members for actual hours worked during unpaid meal periods because these
8 hours were not always correctly recorded.

9 76. Thus, Defendants did not pay minimum wages for all hours worked by Plaintiff
10 and class members. To the extent that these off-the-clock hours did not qualify for overtime
11 premium payment, Defendants did not pay at least minimum wages for those hours worked
12 off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and
13 1198.

14 77. Defendants' failure to pay Plaintiff and class members minimum wages violates
15 California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Pursuant to
16 California Labor Code section 1194.2, Plaintiff and class members are entitled to recover
17 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

18 **THIRD CAUSE OF ACTION**

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

20 **Violations**

21 **(Against all Defendants)**

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

24 79. At all relevant times herein set forth, California Labor Code section 512(a)
25 provides that an employer may not require, cause, or permit an employee to work for a period
26 of more than five (5) hours per day without providing the employee with a meal period of not
27 less than thirty (30) minutes, except that if the total work period per day of the employee is
28 not more than six (6) hours, the meal period may be waived by mutual consent of both the

1 employer and the employee. Under California law, first meal periods must start after no more
2 than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

3 80. At all relevant times herein set forth, California Labor Code sections 226.7,
4 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
5 meal period mandated by an applicable order of the IWC.

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

13 82. First, during the relevant time period, as stated, Defendants had, and continue
14 to have, a company-wide policy and/or practice of understaffing while assigning heavy
15 workloads, including pressure to meet deadlines and productivity requirements, which has
16 resulted in a lack of meal period coverage. Further, Defendants' company-wide practice of
17 failing to schedule meal periods and/or adhering to a schedule for meal periods has resulted in
18 a lack of meal period coverage and prevented Plaintiff and class members from taking all
19 timely, uninterrupted meal periods to which they were entitled.

20 83. As a result, Plaintiff and class members would be forced to work in excess of
21 five (5) hours before taking a meal period and, at times, had to forgo their meal periods
22 altogether. For example, because of Defendants' policy and/or practice of understaffing while
23 assigning heavy workloads, Plaintiff took his meal periods late, after the end of his fifth hour
24 of work. Moreover, Plaintiff's meal periods were sometimes missed entirely in order to
25 complete his work-related tasks and meet productivity expectations.

26 84. Second, as set forth above, on information and belief, because Defendants
27 frowned upon employees accruing meal period penalties, Defendants' management pressured
28 employees to clock out for meal periods to reflect compliant meal periods, regardless of

1 whether they had received a compliant meal period or not, in order to strictly limit the meal
2 penalties that would need to be paid by Defendants.

3 85. Third, Defendants did not provide Plaintiff and class members with second 30-
4 minute meal periods on days that they worked in excess of ten (10) hours in one day. During
5 his employment, Plaintiff worked shifts in excess of ten (10) or more hours per day but was
6 never provided a second 30-minute meal period. Plaintiff and class members did not sign
7 valid meal period waivers on days that they were entitled to meal periods and were not
8 relieved of all duties.

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

15 87. Moreover, Defendants engaged in a company-wide practice and/or policy of
16 not paying all meal period premiums owed when compliant meal periods are not provided.
17 Because of this practice and/or policy, Plaintiff and class members have not received premium
18 pay for missed, late, and interrupted meal periods. Alternatively, to the extent that Defendants
19 did pay Plaintiff and class members premium pay for missed, late, and interrupted meal
20 periods, Defendants did not pay Plaintiff and class members at the correct rate of pay for
21 premiums because Defendants systematically failed to include all forms of compensation,
22 such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the
23 regular rate of pay. As a result, Defendants failed to provide Plaintiff and class members
24 compliant meal periods in violation of California Labor Code sections 226.7, 512(a), and 516
25 and failed to pay the full meal period premiums due.

26 88. Defendants' conduct violates the applicable IWC Wage Order, and California
27 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and class members are therefore
28 entitled to recover from Defendants one (1) additional hour of pay at the employee's regular

1 rate of compensation for each work day that the meal period was not provided.

2 **FOURTH CAUSE OF ACTION**

3 **Violation of California Labor Code §§ 226.7, 516, and 1198—Rest Period Violations**
4 **(Against all Defendants)**

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

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

10 91. At all relevant times, the applicable IWC Wage Order provides that "[e]very
11 employer shall authorize and permit all employees to take rest periods, which insofar as
12 practicable shall be in the middle of each work period" and that the "rest period time shall be
13 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
14 hours or major fraction thereof" unless the total daily work time is less than three and one-half
15 (3 ½) hours.

16 92. At all relevant times, California Labor Code section 226.7 provides that no
17 employer shall require an employee to work during any rest period mandated by an applicable
18 order of the California IWC. To comply with its obligation to authorize and permit rest
19 periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an
20 employer must "relinquish any control over how employees spend their break time, and
21 relieve their employees of all duties—including the obligation that an employee remain on
22 call. A rest period, in short, must be a period of rest." *Augustus v. ABM Security Services,*
23 *Inc.*, 2 Cal. 5th 257, 269-270 (2016). Pursuant to the applicable IWC Wage Order and
24 California Labor Code section 226.7(c), Plaintiff and class members are entitled to recover
25 from Defendants one (1) additional hour of pay at their regular rates of pay for each work day
26 that a required rest period was not authorized and permitted.

27 93. During the relevant time period, Defendants regularly failed to authorize and
28 permit Plaintiff and class members to take a ten (10) minute rest period per each four (4) hour

1 period worked or major fraction thereof. As with meal periods, Defendants' company-wide
2 practices, including understaffing and assigning heavy workloads, including pressure to meet
3 deadlines and productivity requirements, prevented Plaintiff and class members from being
4 relieved of all duty to take rest periods. Additionally, Defendants failed to schedule rest
5 periods and/or adhere to a schedule for rest periods, which, coupled with Defendants' failure
6 to provide adequate rest period coverage, further led to Plaintiff and class members not being
7 authorized and permitted to take rest periods.

8 94. Furthermore, Defendants maintained and implemented a company-wide on-
9 premises rest period policy, which mandated that Plaintiff and class members remain on the
10 premises during their rest periods. Because Plaintiff and class members were restricted from
11 leaving Defendants' premises during rest periods, they were denied the ability to use their rest
12 periods freely for their own purposes, such as completing personal errands. Thus, Defendants
13 effectively maintained control over Plaintiff and class members during rest periods.

14 95. As a result of Defendants' practices and policies, Plaintiff and class members
15 worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without
16 receiving all uninterrupted 10-minute rest periods to which they were entitled. For example,
17 Plaintiff had to forego his rest periods because of the heavy workload.

18 96. Defendants have also engaged in a company-wide practice and/or policy of not
19 paying all rest period premiums owed when compliant rest periods are not authorized and
20 permitted. Because of this practice and/or policy, Plaintiff and class members have not
21 received premium pay for all missed rest periods. Alternatively, to the extent that Defendants
22 did pay Plaintiff and class members one (1) additional hour of premium pay for missed rest
23 periods, Defendants did not pay Plaintiff and class members at the correct rate of pay for
24 premiums because Defendants failed to include all forms of compensation, such as incentive
25 pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.
26 As a result, Defendants denied Plaintiff and class members rest periods and failed to pay them
27 rest period premiums due, in violation of Labor Code sections 226.7 and 516, and the
28 applicable IWC Wage Order.

97. Defendants' conduct violates the applicable IWC Wage Order and California Labor Code sections 226.7, 516, and 1198. Plaintiff and class members are therefore entitled to recover from Defendants one (1) additional hour of pay at the employee's regular rate of compensation for each work day that a compliant rest period was not authorized and permitted.

FIFTH CAUSE OF ACTION

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

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

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

100. At all relevant times, Defendants have knowingly and intentionally provided Plaintiff and Subclass members with uniform, incomplete, and inaccurate wage statements. For example, Defendants issued uniform wage statements to Plaintiff and Subclass members that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages and/or meal and rest period premiums, and the corresponding number of hours worked at each hourly rate. Specifically, Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

101. Because Defendants did not record the time Plaintiff and Subclass members spent working off the clock and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), Defendants did not list the correct amount of gross wages and net wages earned by Plaintiff

1 and Subclass members in compliance with sections 226(a)(1) and 226(a)(5). For the same
2 reason, Defendants failed to accurately list the total number of hours worked by Plaintiff and
3 Subclass members, in violation of section 226(a)(2), and failed to list the applicable hourly
4 rates of pay in effect during the pay period and the corresponding accurate number of hours
5 worked at each hourly rate, in violation of section 226(a)(9). Defendants also failed to
6 correctly list all applicable hourly rates in effect during the pay period, namely, correct rates
7 of pay for overtime wages, in violation of section 226(a)(9).

8 102. Additionally, because Defendants did not calculate Plaintiff's and Subclass
9 members' regular rate of pay correctly for purposes of paying overtime wages and/or meal and
10 rest period premiums, Defendants did not list the correct amount of gross wages in compliance
11 with section 226(a)(1). For the same reason, Defendants failed to list the correct amount of
12 net wages in violation of section 226(a)(5). Defendants also failed to correctly list all
13 applicable hourly rates in effect during the pay period, namely, correct rates of pay for
14 overtime wages and/or meal and rest premiums, in violation of section 226(a)(9).

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

23 104. California Labor Code section 1174(d) provides that "[e]very person employing
24 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
25 employed and the ages of all minors" and "[k]eep, at a central location in the state or at the
26 plants or establishments at which employees are employed, payroll records showing the hours
27 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
28 applicable piece rate paid to, employees employed at the respective plants or

1 establishments. . . .” At all relevant times, and in violation of Labor Code section 1174(d),
2 Defendants willfully failed to maintain accurate payroll records for Plaintiff and Subclass
3 members showing the daily hours they worked and the wages paid thereto as a result of failing
4 to record the off-the-clock hours that they worked.

5 105. California Labor Code section 1198 provides that the maximum hours of work
6 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as
7 set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he
8 employment of any employees for longer hours than those fixed by the order or under
9 conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC
10 Wage Order, employers are required to keep accurate time records showing when the
11 employee begins and ends each work period and meal period. During the relevant time
12 period, Defendants failed, on a company-wide basis, to keep accurate records of work period
13 and meal period start and stop times for Plaintiff and Subclass members, in violation of
14 section 1198. As stated, Defendants engaged in a company-wide practice and/or policy of
15 falsifying Plaintiff’s and Subclass members’ time records by recording that compliant meal
16 periods were taken regardless of if or when meal periods were actually taken, and thereby
17 failed to keep accurate records of meal start and end times for Plaintiff and Subclass members.
18 Also, in light of Defendants’ failure to provide Plaintiff and Subclass members with second
19 30-minute meal periods to which they were entitled, Defendants kept no records of meal start
20 and end times for second meal periods.

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

25 SIXTH CAUSE OF ACTION

26 Violation of California Labor Code §§ 201 and 202—Wages Not Timely Paid Upon 27 Termination 28 (Against all Defendants)

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

108. This cause of action is dependent upon, and wholly derivative of, the overtime wages, minimum wages, and/or meal and rest period premiums that were not timely paid to Plaintiff and those class members no longer employed by Defendants upon their termination.

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

110. Defendants willfully failed to pay Plaintiff and class members who are no longer employed by Defendants the earned and unpaid wages set forth above, including but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ.

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

SEVENTH CAUSE OF ACTION

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

112. Plaintiff incorporates by reference and re-alleges as if fully stated herein each

1 and every allegation set forth above.

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

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

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

15 116. At all times relevant herein, Labor Code section 204 provides that all wages
16 earned for labor in excess of the normal work period shall be paid no later than the payday for
17 the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section
18 204 provides that the requirements of this section are deemed satisfied by the payment of
19 wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than
20 seven (7) calendar days following the close of the payroll period.

21 117. During the relevant time period, Defendants willfully failed to pay Plaintiff and
22 class members all wages due including, but not limited to, overtime wages, minimum wages,
23 and/or meal and rest period premiums within the time periods specified by California Labor
24 Code section 204.

25 118. Defendants' failure to pay Plaintiff and class members all wages due violates
26 Labor Code section 204. Plaintiff and class members are therefore entitled to recover from
27 Defendants the statutory penalty wages pursuant to California Labor Code section 210.

28 //

1 **EIGHTH CAUSE OF ACTION**

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

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

6 120. At all times herein set forth, California Labor Code section 2802 provides that
7 an employer must reimburse employees for all necessary expenditures and losses incurred by
8 the employee in the performance of his or her job. The purpose of Labor Code section 2802 is
9 to prevent employers from passing off their cost of doing business and operating expenses on
10 to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144
11 (2014). The applicable wage order, IWC Wage Order No. 7-2001, provides that: “[w]hen
12 tools or equipment are required by the employer or are necessary to the performance of a job,
13 such tools and equipment shall be provided and maintained by the employer, except that an
14 employee whose wages are at least two (2) times the minimum wage provided herein may be
15 required to provide and maintain hand tools and equipment customarily required by the trade
16 or craft.”

17 121. First, during the relevant time period, Plaintiff and class members were
18 required to use their personal mobile devices, including, but not limited to, cellular phones,
19 and/or mobile data to carry out their job duties, but Defendants failed to reimburse them for
20 the costs of their work-related mobile device expenses. For example, since March 2020,
21 Plaintiff was required to download a mobile application on his personal mobile device, “UKG
22 HR Service Delivery,” and to use his mobile data to clock in and out for his shifts. Plaintiff
23 and class members were not compensated for the cost of the mobile data used to download
24 and access the application to clock in and out for their shifts. In addition, Plaintiff was
25 required to use his personal cellular phone to communicate with management about work-
26 related matters. Although Defendants required Plaintiff and class members to use their
27 personal mobile devices and mobile data to carry out their work-related duties, Defendants
28 failed to reimburse them for their costs incurred.

122. Second, during the relevant time period, Defendants, on a company-wide basis, required that Plaintiff and class members use their own personal vehicles to travel to different drug testing facilities to take mandatory drug tests pursuant to Defendants' Drugs and Alcohol Testing Policy. For example, on three occasions, Plaintiff was required to travel a total of 30-40 minutes to and from a drug testing facility chosen by Defendants. Although Defendants required Plaintiff and class members to utilize their personal vehicles to carry out their work-related responsibilities, Defendants failed to reimburse them for their mileage or travel expenses.

123. Defendants could have provided Plaintiff and class members with the actual equipment for use on the job, such as company mobile devices and company vehicles, or Defendants could have reimbursed employees for their mobile device usage, mileage, and travel expenses. Instead, Defendants passed these operating costs off onto Plaintiff and class members.

124. Defendants' company-wide policy and/or practice of passing on their operating costs to Plaintiff and class members violates California Labor Code section 2802. Defendants have intentionally and willfully failed to reimburse Plaintiff and class members for necessary business-related expenses and costs.

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

NINTH CAUSE OF ACTION

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

(Against all Defendants)

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

127. California Labor Code §§ 2698, *et seq.* ("PAGA") permits Plaintiff to recover civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 226(a), 226.7,

1 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, and 2802. Labor Code section
2 2699.3(c) permits aggrieved employees, including Plaintiff, to recover civil penalties for
3 violations of those Labor Code sections not found in section 2699.5, including sections 516
4 and 1182.12.

5 128. Defendants' conduct, as alleged herein, violates numerous sections of the
6 California Labor Code, including, but not limited to, the following:

- 7 (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC
8 Wage Order for Defendants' failure to compensate Plaintiff and other
9 aggrieved employees with all required overtime pay, as alleged herein;
- 10 (b) Violation of Labor Code sections 226.7, 510, and 1198, and the
11 applicable IWC Wage Order for Defendants' failure to include all forms
12 of remuneration in the "regular rate" of pay as required by law for
13 purposes of paying overtime wages and/or meal and rest period
14 premiums to Plaintiff and other aggrieved employees, as alleged herein;
- 15 (c) Violation of Labor Code sections 1182.12, 1194, 1197, 1197.1, and
16 1198, and the applicable IWC Wage Order for Defendants' failure to
17 compensate Plaintiff and other aggrieved employees with at least
18 minimum wages for all hours worked, as alleged herein;
- 19 (d) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
20 applicable IWC Wage Order for Defendants' failure to provide Plaintiff
21 and other aggrieved employees with meal periods, as alleged herein;
- 22 (e) Violation of Labor Code sections 226.7, 516, and 1198, and the
23 applicable IWC Wage Order for Defendants' failure to authorize and
24 permit Plaintiff and other aggrieved employees to take rest periods, as
25 alleged herein;
- 26 (f) Violation of Labor Code sections 226(a) and 1198, and the applicable
27 IWC Wage Order for failure to provide accurate and complete wage
28 statements to Plaintiff and other aggrieved employees, as alleged herein;

- 1 (g) Violation of Labor Code sections 1174(d) and 1198, and the applicable
2 IWC Wage Order for failure to maintain payroll records, as alleged
3 herein;
- 4 (h) Violation of Labor Code sections 201 and 202 for failure to pay all
5 earned wages upon termination, as alleged herein;
- 6 (i) Violation of Labor Code section 204 for failure to pay all earned wages
7 during employment, as alleged herein;
- 8 (j) Violation of Labor Code sections 551 and 552 for failure to provide one
9 day's rest in seven, as set forth below;
- 10 (k) Violation of Labor Code section 1198 for failure to maintain, for
11 Plaintiff and other aggrieved employees, a temperature in work areas
12 that provided reasonable comfort consistent with industry-wide
13 standards for the nature of the process and the work performed, and to
14 take all feasible means to reduce excessive heat or humidity to a degree
15 providing reasonable comfort, as set forth below; and
- 16 (l) Violation of Labor Code section 2802 for failure to reimburse Plaintiff
17 and other aggrieved employees for all business expenses necessarily
18 incurred, as alleged herein.

19 129. At all relevant times herein, California Labor Code section 551 provides that
20 every person employed in any occupation of labor is entitled to one day's rest in seven.
21 Additionally, California Labor Code section 552 prohibits employers from requiring
22 employees to work more than six consecutive days without a day of rest.

23 130. At all relevant times herein set forth, California Labor Code section 556
24 exempts an employer from the day-of-rest requirement when the total hours worked by an
25 employee do not exceed 30 hours in any week or six hours in any one day thereof.

26 131. During the relevant time period, on information and belief, Defendants
27 scheduled Plaintiff and other aggrieved employees to work eight (6) or more hours per day
28 and seven (7) consecutive days in a workweek. Because Plaintiff and other aggrieved

1 employees worked over 30 hours per week and over six (6) hours per day in any one day in a
2 workweek, they were not exempt from the day-of-rest requirement. To the extent that
3 Plaintiff and other aggrieved employees may have signed purported waivers of their right to a
4 day's rest in seven, such waivers are invalid. Thus, Defendants willfully caused Plaintiff and
5 other aggrieved employees to work more than six days in seven, in violation of Labor Code
6 sections 551 and 552. Plaintiff and other aggrieved employees are therefore entitled to recover
7 civil penalties pursuant to Labor Code sections 558 and/or 2699(a), (f), and (g).

8 132. At all relevant times, California Labor Code section 1198 dictates that no
9 employer may employ an employee under conditions of labor that are prohibited by the
10 applicable IWC Wage Order. California Labor Code section 1198 further requires that “. . .
11 the standard conditions of labor fixed by the commission shall be the . . . standard conditions
12 of labor for employees. The employment of any employee . . . under conditions of labor
13 prohibited by the order is unlawful.”

14 133. California Code of Regulations, Title 8, sections 11070(15)(A) and (B) provide
15 that “[t]he temperature maintained in each work area shall provide reasonable comfort
16 consistent with industrywide standards for the nature of the process and the work performed. .
17 . . If excessive heat or humidity is created by the work process, the employer shall take all
18 feasible means to reduce such excessive heat or humidity to a degree providing reasonable
19 comfort.” California law requires an employer to endeavor to provide a safe and healthy
20 workplace (Cal. Code Regs., tit. 8, § 3203). Moreover, California Labor Code section 6720
21 required the California Division of Occupational Safety and Health (“OSHA”) to propose an
22 indoor heat illness standard by January 1, 2019; OSHA's draft standard, as of April 22, 2019,
23 applies its proposed regulations to “all indoor work areas where the temperature equals or
24 exceeds 82 degrees Fahrenheit when employees are present.”

25 134. Upon information and belief, Defendants violated California Labor Code
26 section 1198 and California Code of Regulations, Title 8, section 11070(15), because
27 Defendants failed to maintain a temperature in work areas that provided reasonable comfort
28 consistent with industry-wide standards for the nature of the process and the work performed

1 and failed to take all feasible means to reduce excessive heat or humidity to a degree
2 providing reasonable comfort.

3 135. During the relevant time period, Plaintiff and other aggrieved employees were
4 subjected to excessive heat and/or humidity resulting in temperatures equaling or exceeding
5 82 degrees Fahrenheit. Defendants failed to provide Plaintiff and other aggrieved employees
6 with reasonable comfort by maintaining the indoor temperature within the range of industry
7 standards by providing adequate air conditioning, in violation of California Labor Code
8 section 1198 and IWC Wage Order No. 7-2001, Section 15. For example, Plaintiff and other
9 aggrieved employees who were present on Defendants' worksites were not provided air
10 conditioning or fans, and would be required to work indoors at 82 degrees Fahrenheit or more.
11 Accordingly, Defendants failed to maintain, in their work areas, a temperature providing
12 reasonable comfort for their employees, including Plaintiff and other aggrieved employees, in
13 violation of California Labor Code section 1198. Plaintiff and other aggrieved employees are
14 therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and
15 (g).

16 **TENTH CAUSE OF ACTION**

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

18 **Unlawful Business Practices**

19 **(Against all Defendants)**

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

22 137. Defendants are "persons" as defined by California Business & Professions
23 Code sections 17201, as they are corporations, firms, partnerships, joint stock companies,
24 and/or associations.

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

1 meaning of Code of Civil Procedure section 1021.5.

2 139. Defendants' activities, as alleged herein, are violations of California law, and
3 constitute unlawful business acts and practices in violation of California Business &
4 Professions Code sections 17200, *et seq.*

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

- 8 (a) Requiring non-exempt, hourly paid employees, including Plaintiff and
9 class members, to work overtime without paying them proper
10 compensation in violation of California Labor Code sections 510 and
11 1198 and the applicable IWC Wage Order, as alleged herein;
- 12 (b) Failing to include all forms of remuneration in the "regular rate" of pay
13 as required by law for purposes of paying overtime wages and/or meal
14 and rest period premiums to Plaintiff and class members, in violation of
15 California Labor Code sections 226.7, 510, and 1198, and the applicable
16 IWC Wage Order, as alleged herein;
- 17 (c) Failing to pay at least minimum wage to Plaintiff and class members in
18 violation of California Labor Code sections 1182.12, 1194, 1197,
19 1197.1, and 1198, and the applicable IWC Wage Order, as alleged
20 herein;
- 21 (d) Failing to provide uninterrupted meal periods to Plaintiff and class
22 members in violation of California Labor Code sections 226.7, 512(a),
23 516, and 1198, and the applicable IWC Wage Order, as alleged herein;
- 24 (e) Failing to authorize and permit Plaintiff and class members to take
25 uninterrupted rest periods in violation of California Labor Code sections
26 226.7, 516, and 1198, and the applicable IWC Wage Order, as alleged
27 herein;
- 28 (f) Failing to provide Plaintiff and class members with accurate wage

statements and failing to maintain accurate payroll records in violation of California Labor Code sections 226(a), 1174(d), and 1198, and the applicable IWC Wage Order, as alleged herein;

(g) Failing timely to pay all earned wages to Plaintiff and class members in violation of California Labor Code section 204, as alleged herein;

(h) Failing to provide one day's rest in seven to Plaintiff and class members in violation of California Labor Code sections 551 and 552, as set forth below; and

(i) Failing to reimburse Plaintiff and class members for all business expenses necessarily incurred in violation of California Labor Code section 2802, as alleged herein.

141. At all relevant times herein, California Labor Code section 551 provides that every person employed in any occupation of labor is entitled to one day's rest in seven. Additionally, California Labor Code section 552 prohibits employers from requiring employees to work more than six consecutive days without a day of rest.

142. At all relevant times herein set forth, California Labor Code section 556 exempts an employer from the day-of-rest requirement when the total hours worked by an employee do not exceed 30 hours in any week or six hours in any one day thereof.

143. During the relevant time period, Defendants scheduled Plaintiff and class members to work six (6) or more hours per day and seven (7) consecutive days in a workweek. Because Plaintiff and class members worked over 30 hours per week and over six (6) hours per day in any one day in a workweek, they were not exempt from the day-of-rest requirement. For example, on information and belief, Plaintiff worked 14 consecutive days in or around November 2020. To the extent that Plaintiff and class members may have signed purported waivers of their right to a day's rest in seven, such waivers are invalid. Thus, Defendants willfully caused Plaintiff and class members to work more than six days in seven, in violation of Labor Code sections 551 and 552.

144. As a result of the violations of California law herein described, Defendants

1 unlawfully gained an unfair advantage over other businesses. Plaintiff and class members
2 have suffered pecuniary loss by Defendants' unlawful business acts and practices alleged
3 herein.

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

10 **ELEVENTH CAUSE OF ACTION**

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

12 **Unfair Business Practices**

13 **(Against all Defendants)**

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

16 147. Defendants are "persons" as defined by California Business & Professions
17 Code sections 17201, as they are corporations, firms, partnerships, joint stock companies,
18 and/or associations.

19 148. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
20 and harmful to Plaintiff, class members, and to the general public. Plaintiff has suffered
21 injury in fact and has lost money as a result of Defendants' unfair business practices. Plaintiff
22 seeks to enforce important rights affecting the public interest within the meaning of Code of
23 Civil Procedure section 1021.5.

24 149. Defendants' activities, namely Defendants' company-wide practice and/or
25 policy of not paying Plaintiff and class members meal and rest period premiums due to them
26 under Labor Code section 226.7, deprived Plaintiff and class members of the compensation
27 guarantee and enhanced enforcement implemented by section 226.7. The statutory remedy
28 provided by section 226.7 is a "'dual-purpose' remedy intended primarily to compensate

employees, and secondarily to shape employer conduct.” *Safeway, Inc. v. Superior Court*, 238 Cal. App. 4th 1138, 1149 (2015). The statutory benefits of section 226.7 were guaranteed to Plaintiff and class members as part of their employment with Defendants, and thus Defendants’ practice and/or policy of denying these statutory benefits constitutes an unfair business practice in violation of California Business & Professions Code sections 17200, *et seq.* (*Id.*)

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

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

REQUEST FOR JURY TRIAL

Plaintiff requests a trial by jury.

PRAYER FOR RELIEF

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

1. For damages, unpaid wages, penalties, injunctive relief, and attorneys’ fees in excess of twenty-five thousand dollars (\$25,000), exclusive of interest and costs. Plaintiff reserves the right to amend his prayer for relief to seek a different amount.

Class Certification

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

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

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

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

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

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

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

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

12 9. For such other and further relief as the Court may deem equitable and
13 appropriate.

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

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

18 11. For general unpaid wages and such general and special damages as may be
19 appropriate;

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

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

24 14. For liquidated damages pursuant to California Labor Code section 1194.2; and

25 15. For such other and further relief as the Court may deem equitable and
26 appropriate.

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

28 16. That the Court declare, adjudge, and decree that Defendants violated California

1 Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order by
2 willfully failing to provide all meal periods to Plaintiff and class members;

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

6 18. For all actual, consequential, and incidental losses and damages, according to
7 proof;

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

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

11 21. For attorneys' fees pursuant to California Code of Civil Procedure section
12 1021.5, or as otherwise provided by law; and

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

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

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

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

22 25. For all actual, consequential, and incidental losses and damages, according to
23 proof;

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

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

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

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

As to the Fifth Cause of Action

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

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

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

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

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

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

As to the Sixth Cause of Action

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

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

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

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

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

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

3 **As to the Seventh Cause of Action**

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

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

10 44. For statutory penalties according to proof pursuant to California Labor Code
11 section 210;

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

14 46. For attorneys' fees pursuant to California Code of Civil Procedure section
15 1021.5, or as otherwise provided by law; and

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

18 **As to the Eighth Cause of Action**

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

22 49. For unpaid business-related expenses and such general and special damages as
23 may be appropriate;

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

26 51. For all actual, consequential, and incidental losses and damages, according to
27 proof;

28 52. For attorneys' fees and costs pursuant to California Labor Code section

1 2802(c), or as otherwise provided by law; and

2 53. For such other and further relief as the Court may deem equitable and
3 appropriate.

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

5 54. That the Court declare, adjudge and decree that Defendants violated the
6 following California Labor Code provisions as to Plaintiff and/or other aggrieved employees:
7 510 and 1198 (by failing to pay all overtime compensation); 226.7, 510, and 1198 (by failing
8 to include all forms of remuneration in the “regular rate” of pay for purposes of paying
9 overtime wages and/or meal and rest period premiums); 1182.12, 1194, 1197, 1197.1, and
10 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516, and
11 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and
12 permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage
13 statements and maintain accurate payroll records); 201 and 202 (by failing to timely pay all
14 earned wages upon termination); 204 (by failing to timely pay all earned wages during
15 employment); 551 and 552 (by failing to provide one day’s rest in seven); 1198 (by failing to
16 maintain a temperature in work areas that provide reasonable comfort); and 2802 (by failing to
17 reimburse business expenses);

18 55. For civil penalties pursuant to the California Labor Code, including sections
19 210, 226.3, 256, 558, 1174.5, 2699(a), (f), and (g), for violations of California Labor Code
20 sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 551, 552, 1174(d), 1182.12, 1194,
21 1197, 1197.1, 1198, and 2802;

22 56. For attorneys’ fees and costs pursuant to California Labor Code section
23 2699(g)(1), and any and all other relevant statutes, for Defendants’ violations of California
24 Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 551, 552, 1174(d),
25 1182.12, 1194, 1197, 1197.1, 1198, and 2802;

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

27 58. For such other and further relief as the Court may deem equitable and
28 appropriate.

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1 due and payable;

2 66. For the appointment of a receiver to receive, manage, and distribute any and all
3 funds disgorged from Defendants and determined to have been wrongfully acquired by
4 Defendants as a result of violations of California Business & Professions Code sections
5 17200, *et seq.*;

6 67. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
7 California Code of Civil Procedure section 1021.5;

8 68. For pre-judgment and post-judgment interest as provided by law; and
9 For such other and further relief as the Court may deem equitable and appropriate.
10

11 Dated: October 28, 2022

Respectfully submitted,

12 Capstone Law APC
13

14 By: Roxanna Tabatabaeepour

15 Orlando Villalba

16 Helga Hakimi

Roxanna Tabatabaeepour

17 Attorneys for Plaintiff Tyrone Williams
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EXHIBIT “1”



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

ANTHONY CASTILLO
310.712.8169 Direct
Anthony.Castillo@capstonelawyers.com

August 17, 2022

VIA ONLINE SUBMISSION

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

Subject: *Tyrone Williams v. OneSource Distributors, LLC, et al.*

Dear PAGA Administrator:

This office represents Tyrone Williams in connection with his claims under the California Labor Code. Mr. Williams was an employee of ONESOURCE DISTRIBUTORS, LLC; ONESOURCE SUPPLY SOLUTIONS, LLC; SONEPAR MANAGEMENT US, INC.; and/or INDEPENDENT ELECTRIC SUPPLY, INC. For the purpose of this letter, Mr. Williams collectively refers to these entities as "ONESOURCE."

The employers may be contacted directly at the addresses below:

ONESOURCE DISTRIBUTORS, LLC
3951 OCEANIC DRIVE
OCEANSIDE, CA 92056

ONESOURCE SUPPLY SOLUTIONS, LLC
3951 OCEANIC DRIVE
OCEANSIDE, CA 92056

SONEPAR MANAGEMENT US, INC.
4400 LEEDS AVENUE, SUITE 500
CHARLESTON, SC 29405

INDEPENDENT ELECTRIC SUPPLY, INC.
2001 MARINA BOULEVARD
SAN LEANDRO, CA 94577

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

ONESOURCE employed Mr. Williams as an hourly paid, non-exempt employee from approximately April 2015 to February 2022. Mr. Williams worked for ONESOURCE as a Warehouse Associate, DC Lead, and DC Associate at its facility in Fullerton, California. During his employment, Mr. Williams typically worked nine (9) to ten (10) hours per day and five (5) days per week. At the time

his employment ended, Mr. Williams was compensated approximately \$21.00 per hour. Mr. Williams's primary job duties included, without limitation, packing products and preparing them for shipping and training new employees on the same.

ONESOURCE committed one or more of the following Labor Code violations against Mr. Williams, the facts and theories of which follow, making him an "aggrieved employee" pursuant to California Labor Code section 2699(c):¹

ONESOURCE's Company-Wide and Uniform Payroll and HR Practices

ONESOURCE DISTRIBUTORS, LLC and ONESOURCE SUPPLY SOLUTIONS, LLC are Delaware limited liability companies. SONEPAR MANAGEMENT US, INC. and INDEPENDENT ELECTRIC SUPPLY, INC. are a Delaware corporation and a California corporation, respectively. Together, they provide products and services to support original equipment manufacturing, maintenance and repair operations, facility maintenance, photovoltaic solar, infrastructure, machine tooling, and new construction. Upon information and belief, ONESOURCE maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Oceanside, California, for all non-exempt, hourly paid employees working for ONESOURCE in California, including Mr. Williams and other aggrieved employees. At all relevant times, ONESOURCE issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Williams and other aggrieved employees, regardless of their location or position.

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

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

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

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

for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

ONESOURCE willfully failed to pay all overtime wages owed to Mr. Williams and other aggrieved employees. During the relevant time period, Mr. Williams and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

During the relevant time period, ONESOURCE had, and continues to have, a company-wide policy and/or practice of requiring Mr. Williams and other aggrieved employees to perform various work-related tasks while off-the-clock before their shifts and on their days off. For example, Mr. Williams and other aggrieved employees were required to communicate with supervisors about their day's work duties for several minutes before clocking in. Additionally, ONESOURCE required Mr. Williams to communicate via phone calls and text messages regarding work-related matters on his days off.

Moreover, ONESOURCE had, and continues to have, a company-wide policy and/or practice of understaffing its worksites while assigning heavy workloads, including pressuring employees to meet deadlines and productivity requirements. ONESOURCE's policies and/or practices resulted in a failure to provide Mr. Williams and other aggrieved employees with adequate meal period coverage, and thus, Mr. Williams and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. ONESOURCE also had a practice of failing to schedule meal periods and/or adhere to a schedule for meal periods, which further caused Mr. Williams and other aggrieved employees to not be relieved of their duties for compliant meal periods. For example, Mr. Williams sometimes missed his meal periods entirely due to the heavy workload. Thus, Mr. Williams and other aggrieved employees missed meal periods and/or had meal periods interrupted in order to complete their assigned workloads and meet productivity expectations. ONESOURCE did not compensate Mr. Williams and other aggrieved employees for the time they spent working off the clock during meal periods.

Furthermore, on information and belief, because ONESOURCE frowned upon employees accruing meal period penalties, ONESOURCE's management pressured Mr. Williams and other aggrieved employees to clock out for meal periods regardless of whether they had received a compliant meal period or not, in order to strictly limit the meal penalties that would need to be paid by ONESOURCE. Thus, ONESOURCE did not record all hours worked during meal periods, and Mr. Williams and other aggrieved employees performed work during meal periods for which they were not paid.

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

Furthermore, ONESOURCE did not pay Mr. Williams and other aggrieved employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage,

ONESOURCE paid Mr. Williams and other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, ONESOURCE failed to incorporate all compensation, including incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when Mr. Williams and other aggrieved employees worked overtime and received these other forms of pay, ONESOURCE failed to pay all overtime wages by paying a lower overtime rate than required.

For example, ONESOURCE paid Mr. Williams and other aggrieved employees incentive pay and/or nondiscretionary bonuses which were listed on Mr. Williams's and other aggrieved employees' wage statements as "Bonus (Supplemen" and "BONUS DISCRET." During pay periods that Mr. Williams and other aggrieved employees were paid overtime wages, ONESOURCE did not incorporate the incentive pay and/or nondiscretionary bonuses into Mr. Williams's and other aggrieved employees' regular rate of pay and, as a result, paid them at incorrect and lower rates of pay for overtime hours worked. Specifically, ONESOURCE paid Mr. Williams and other aggrieved employees 1.5 times their hourly rate of pay instead of 1.5 times their regular rate of pay. ONESOURCE's failure to properly calculate the overtime rates of pay based on all remuneration paid has resulted in an underpayment of overtime wages to Mr. Williams and other aggrieved employees on a company-wide basis.

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

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

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in Wage Order No. 7-2001 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code. Regs. tit. 8, § 11070(2)(G) (defining "Hours Worked").

As set forth above, ONESOURCE maintained policies and/or practices requiring Mr. Williams and other aggrieved employees to perform work off-the-clock prior to the start of their shifts and/or on their days off, including communicating with management about work-related matters. Further, as also stated above, due to ONESOURCE's policies and/or practices of understaffing its worksites while assigning heavy workloads/deadlines and failing to schedule meal periods and/or failing to adhere to a schedule of meal periods, Mr. Williams and other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock during meal periods. Moreover, as stated, in order to prevent employees from accruing meal period penalties, upon information and belief, ONESOURCE's management pressured employees to clock out for meal periods even when meal periods were missed, short, and/or interrupted. Thus, ONESOURCE systematically failed to pay Mr. Williams and other aggrieved employees for actual hours worked during unpaid meal periods because these hours were not always correctly recorded.

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

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

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

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

First, during the relevant time period, as stated, ONESOURCE had, and continues to have, a company-wide policy and/or practice of understaffing while assigning heavy workloads, including pressure to meet deadlines and productivity requirements, which has resulted in a lack of meal period coverage. Further, ONESOURCE's company-wide practice of failing to schedule meal periods and/or adhering to a schedule for meal periods has resulted in a lack of meal period coverage and prevented Mr. Williams and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled.

As a result, Mr. Williams and other aggrieved employees would be forced to work in excess of five (5) hours before taking a meal period and, at times, had to forgo their meal periods altogether. For example, because of ONESOURCE's policy and/or practice of understaffing while assigning heavy workloads, Mr. Williams took his meal periods late, after the end of his fifth hour of work. Moreover, Mr. Williams's meal periods were sometimes missed entirely in order to complete his work-related tasks and meet productivity expectations.

Second, as set forth above, on information and belief, because ONESOURCE frowned upon employees accruing meal period penalties, ONESOURCE's management pressured employees to clock out for meal periods to reflect compliant meal periods, regardless of whether they had received

a compliant meal period or not, in order to strictly limit the meal penalties that would need to be paid by ONESOURCE.

Third, ONESOURCE did not provide Mr. Williams and other aggrieved employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. During his employment, Mr. Williams worked shifts in excess of ten (10) or more hours per day but was never provided a second 30-minute meal period. Mr. Williams and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

At all times herein mentioned, ONESOURCE knew or should have known that, as a result of these policies, Mr. Williams and other aggrieved employees were prevented from being relieved of all duties and required to perform some of their assigned duties during meal periods. ONESOURCE further knew or should have known that it did not pay Mr. Williams and other aggrieved employees meal period premiums when meal periods were late, interrupted, shortened, and/or missed.

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

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

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

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

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the

obligation that an employee remain on call. A rest period, in short, must be a period of rest.” *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 269-270 (2016).

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

Furthermore, ONESOURCE maintained and implemented a company-wide on-premises rest period policy, which mandated that Mr. Williams and other aggrieved employees remain on the premises during their rest periods. Because Mr. Williams and other aggrieved employees were restricted from leaving ONESOURCE’s premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as completing personal errands. Thus, ONESOURCE effectively maintained control over Mr. Williams and other aggrieved employees during rest periods.

As a result of ONESOURCE’s practices and policies, Mr. Williams and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, Mr. Williams had to forego his rest periods because of the heavy workload.

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

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

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

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. ONESOURCE has not provided Mr. Williams and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3

provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

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

Because ONESOURCE did not record the time Mr. Williams and other aggrieved employees spent working off-the-clock and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), ONESOURCE did not list the correct amount of gross wages and net wages earned by Mr. Williams and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, ONESOURCE failed to accurately list the total number of hours worked by Mr. Williams and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

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

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

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

other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, ONESOURCE failed, on a company-wide basis, to keep accurate records of work period and meal period start and stop times for Mr. Williams and other aggrieved employees, in violation of section 1198. As stated, ONESOURCE engaged in a company-wide practice and/or policy of falsifying Mr. Williams’s and other aggrieved employees’ time records by recording that compliant meal periods were taken regardless of if or when meal periods were actually taken, and thereby failed to keep accurate records of meal start and end times for Mr. Williams and Other aggrieved employees. Furthermore, in light of ONESOURCE’s failure to provide Mr. Williams and other aggrieved employees with second 30-minute meal periods to which they were entitled, ONESOURCE kept no records of meal start and end times for second meal periods.

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

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

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

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

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

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

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

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

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

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

Violation of California Labor Code §§ 551 and 552 – Failure to Provide One Day's Rest in Seven

California Labor Code section 551 provides that every person employed in any occupation of labor is entitled to one day's rest in seven. California Labor Code section 552 prohibits employers from requiring employees to work more than six consecutive days without a day of rest. California Labor Code section 556 exempts an employer from the day-of-rest requirement when the total hours worked by an employee do not exceed 30 hours in any week or six hours in any one day thereof.

During the relevant time period, ONESOURCE scheduled Mr. Williams and other aggrieved employees to work six (6) or more hours per day and seven (7) consecutive days in a workweek. Because Mr. Williams and other aggrieved employees worked over 30 hours per week and over six (6) hours per day in any one day in a workweek, they were not exempt from the day-of-rest requirement. To the extent that Mr. Williams and other aggrieved employees may have signed purported waivers of their right to a day's rest in seven, such waivers are invalid. Thus, ONESOURCE willfully caused Mr. Williams and other aggrieved employees to work more than six days in seven, in violation of Labor Code sections 551 and 552.

Mr. Williams and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11070 Subdivision 15 – Failure to Maintain Work Temperature Providing Reasonable Comfort

California Labor Code section 1198 dictates that no employer may employ an employee under conditions of labor that are prohibited by the applicable IWC wage order. California Labor Code section 1198 further requires that “. . . the standard conditions of labor fixed by the commission shall

be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.”

California Code of Regulations, Title 8, sections 11070(15)(A) and (B) provide that “[t]he temperature maintained in each work area shall provide reasonable comfort consistent with industry-wide standards for the nature of the process and the work performed. . . . If excessive heat or humidity is created by the work process, the employer shall take all feasible means to reduce such excessive heat or humidity to a degree providing reasonable comfort.” California law requires an employer to endeavor to provide a safe and healthy workplace (Cal. Code Regs., tit. 8, § 3203). Moreover, California Labor Code section 6720 required the California Division of Occupational Safety and Health (“OSHA”) to propose an indoor heat illness standard by January 1, 2019; OSHA’s draft standard, as of April 22, 2019, applies its proposed regulations to “all indoor work areas where the temperature equals or exceeds 82 degrees Fahrenheit when employees are present.”

Upon information and belief, ONESOURCE violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11070(15), because ONESOURCE failed to maintain a temperature in work areas that provided reasonable comfort consistent with industry-wide standards for the nature of the process and the work performed and failed to take all feasible means to reduce excessive heat or humidity to a degree providing reasonable comfort.

During the relevant time period, Mr. Williams and other aggrieved employees were subjected to excessive heat and/or humidity resulting in temperatures equaling or exceeding 82 degrees Fahrenheit. ONESOURCE failed to provide Mr. Williams and other aggrieved employees with reasonable comfort by maintaining the indoor temperature within the range of industry standards by providing adequate air conditioning, in violation of California Labor Code section 1198 and IWC Wage Order 7-2001, Section 15. For example, Mr. Williams and other aggrieved employees who were present on ONESOURCE’s worksites were not provided air conditioning or fans, and would be required to work indoors at 82 degrees Fahrenheit or more. Accordingly, ONESOURCE failed to maintain, in its work areas, a temperature providing reasonable comfort for its employees, including Mr. Williams and other aggrieved employees, in violation of California Labor Code section 1198.

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

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan’s Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 7-2001, provides that: “[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft.”

During the relevant time period, Mr. Williams and other aggrieved employees were required to use their personal mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job duties, but ONESOURCE failed to reimburse them for the costs of their work-

related mobile device expenses. For example, since March 2020, Mr. Williams was required to download a mobile application on his personal mobile device, “UKG HR Service Delivery,” and to use his mobile data to clock in and out for his shifts. Mr. Williams and other aggrieved employees were not compensated for the cost of the mobile data used to download and access the application to clock in and out for their shifts. In addition, Mr. Williams was required to use his personal cellular phone to communicate with management about work-related matters. Although ONESOURCE required Mr. Williams and other aggrieved employees to use their personal mobile devices and mobile data to carry out their work-related duties, ONESOURCE failed to reimburse them for their costs incurred.

Also, during the relevant time period, ONESOURCE, on a company-wide basis, required that Mr. Williams and other aggrieved employees use their own personal vehicles to travel to different drug testing facilities to take mandatory drug tests pursuant to ONESOURCE’s Drugs and Alcohol Testing Policy. For example, on three occasions, Mr. Williams was required to travel a total of 30-40 minutes to and from a drug testing facility chosen by ONESOURCE. Although ONESOURCE required Mr. Williams and other aggrieved employees to utilize their personal vehicles to carry out their work-related responsibilities, ONESOURCE failed to reimburse them for their mileage or travel expenses.

ONESOURCE could have provided Mr. Williams and other aggrieved employees with the actual equipment for use on the job, such as company mobile devices and company vehicles, or ONESOURCE could have reimbursed employees for their mobile device usage, mileage, and travel expenses. Instead, ONESOURCE passed these operating costs off onto Mr. Williams and other aggrieved employees.

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

California Labor Code § 558(a)

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

Accordingly, Mr. Williams seeks the remedies set forth in Labor Code section 558 for himself, 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), 2699.5, and 558, Mr. Williams, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for himself, all other aggrieved employees, and the State of California against

ONESOURCE for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 551, 552, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

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

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

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

Best Regards,


Anthony Castillo

Copy: ONESOURCE DISTRIBUTORS, LLC (via U.S. Certified Mail); ONESOURCE SUPPLY SOLUTIONS, LLC (via U.S. Certified Mail); SONEPAR MANAGEMENT US, INC. (via U.S. Certified Mail); INDEPENDENT ELECTRIC SUPPLY, INC. (via U.S. Certified Mail)

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

CERTIFIED MAIL



7021 1970 0001 8870 3679

Onesource Supply Solutions, LLC
3951 Oceanic Drive
Oceanside, CA 92056

SENDER: COMPLETE THIS SECTION	
☐ Complete items 1, 2, and 3. ☐ Print your name and address on the reverse so that we can return the card to you. ☐ Attach this card to the back of the mailpiece, or on the front if space permits.	
1. Article Addressed to: Onesource Supply Solutions, LLC 3951 Oceanic Drive Oceanside, CA 92056	
 9590 9402 7420 2055 3567 02	
2. Article Number (Transfer from service label) 7021 1970 0001 8870 3679	
PS Form 3811, July 2020 PSN 7530-02-000-9053	

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

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

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U.S. Postal Service™	
CERTIFIED MAIL® RECEIPT	
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For delivery information, visit our website at www.usps.com	
OFFICIAL USE	
Certified Mail Fee	
Basic Services & Fees (attach box, and fee as appropriate)	
☐ Return Receipt (hardcopy)	\$
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Collect Signature Restricted Delivery	\$
Postmark Here	
Onesource Supply Solutions, LLC 3951 Oceanic Drive Oceanside, CA 92056	
PS Form 3800, April 2015 PSN 7530-02-000-9053 See Reverse for instructions	

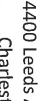
Capstone Law, APC

1875 Century Park, East, 1000
Los Angeles, CA. 90067

7021, 1970 0001, 8870 3655



Sonepar Management Us, Inc.
4400 Leeds Avenue, Suite 500
Charleston, SC 29405

SENDER: COMPLETE THIS SECTION ■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 1. Article Addressed to: Sonopar Management Us, Inc. 4400 Leeds Avenue, Suite 500 Charleston, SC 29405  9590 9402 7420 2055 3566 89	COMPLETE THIS SECTION ON DELIVERY A. Signature X B. Received by (<i>Printed Name</i>) C. Date of Delivery D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No												
2. Article Number (<i>Transfer from service label</i>) 7021 1970 0001 A870 3555	3. Service Type <table style="width: 100%;"> <tr> <td>☐ Adult Signature</td> <td>☐ Priority Mail Express®</td> </tr> <tr> <td>☐ Adult Signature Restricted Delivery</td> <td>☐ Registered Mail</td> </tr> <tr> <td>☐ Certified Mail</td> <td>☐ Registered Mail Restricted</td> </tr> <tr> <td>☐ Certified Mail Restricted Delivery</td> <td>☐ Signature Confirmation™</td> </tr> <tr> <td>☐ Collect & Delivery</td> <td>☐ Signature Confirmation</td> </tr> <tr> <td>☐ Collect & Delivery Restricted Delivery</td> <td>☐ Signature Confirmation Restricted Delivery</td> </tr> </table>	☐ Adult Signature	☐ Priority Mail Express®	☐ Adult Signature Restricted Delivery	☐ Registered Mail	☐ Certified Mail	☐ Registered Mail Restricted	☐ Certified Mail Restricted Delivery	☐ Signature Confirmation™	☐ Collect & Delivery	☐ Signature Confirmation	☐ Collect & Delivery Restricted Delivery	☐ Signature Confirmation Restricted Delivery
☐ Adult Signature	☐ Priority Mail Express®												
☐ Adult Signature Restricted Delivery	☐ Registered Mail												
☐ Certified Mail	☐ Registered Mail Restricted												
☐ Certified Mail Restricted Delivery	☐ Signature Confirmation™												
☐ Collect & Delivery	☐ Signature Confirmation												
☐ Collect & Delivery Restricted Delivery	☐ Signature Confirmation Restricted Delivery												

12021 1970 0001 8870 3655

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Extra Services and Fees (please check and fill in appropriate fee amount)

☐ Return Receipt (hardcopy)	\$ _____
☐ Certified Mail Restricted Delivery	\$ _____
☐ Adult Signature Required	\$ _____
☐ Adult Signature Restricted Delivery	\$ _____

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Sonepar Management Us, Inc.
4400 Leeds Avenue, Suite 500
Charleston, SC 29405

See Reverse for instructions

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Here

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

CERTIFIED MAIL



7021 1970 0001 8870 3648

Independent Electric Supply, Inc.
2001 Marina Boulevard
San Leandro, CA 94577

SENDER: COMPLETE THIS SECTION	
☐ Complete items 1, 2, and 3. ☐ Print your name and address on the reverse so that we can return the card to you. ☐ Attach this card to the back of the mailpiece, or on the front if space permits.	
1. Article Addressed to: Independent Electric Supply, Inc. 2001 Marina Boulevard San Leandro, CA 94577	
COMPLETE THIS SECTION ON DELIVERY	
A. Signature ☒ Signature	☐ Agent
B. Received by (Printed Name)	☐ Addressee
C. Date of Delivery	
D. Is delivery address different from Item 1? ☐ Yes ☐ No If YES, enter delivery address below:	
2. Article Number (Transfer from service label) 7021 1970 0001 8870 3648	
PS Form 3811, July 2020 PSN 7530-02-000-9053	

7021 1970 0001 8870 3648

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Extra Services & Fees (check box, add fee as appropriate)	
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Postage \$	
Total \$	
Postmark Here	
Postage	
Independent Electric Supply, Inc. 2001 Marina Boulevard San Leandro, CA 94577	
PS Form 3800, April 2013 PSN 7530-02-000-9047 See Reverse for Instructions	

SENDER: COMPLETE THIS SECTION

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

Onesource Distributors, LLC
3951 Oceanic Drive
Oceanside, CA 92056
WILLIAM V. ONESOURCE



9590 9402 7420 2055 3567 19

2. Article Number (Transfer from service label)

7021 1970 0001 8870 3662

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

M Lyman

C. Date of Delivery

8/19/22

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

3. Service Type

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

Mail

Mail Restricted Delivery

(00)

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

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Onesource Supply Solutions, LLC
3951 Oceanic Drive
Oceanside, CA 92056



9590 9402 7420 2055 3567 02

2. Article Number (Transfer from service label)

7021 1970 0001 8870 3679

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

M Lyman

C. Date of Delivery

8/19/22

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

3. Service Type

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

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

Domestic Return Receipt

PROOF OF SERVICE

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

On **January 5, 2023**, I served the document described as: **FIRST AMENDED CLASS ACTION COMPLAINT & ENFORCEMENT ACTION UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE §§ 2698, ET SEQ.** on the interested parties in this action by sending [] the original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [] as stated on the attached service list:

Robert L. Shipley
rshipley@shipleylaw.com
Brandon Gray
bgray@shipleylaw.com
Taylor Shipley
tshipley@shipleylaw.com
Mel Hallcy
mhallcy@shipleylaw.com
ROBERT L. SHIPLEY APC
2784 Gateway Road, Suite 104
Carlsbad, CA 92009
Telephone: 760-438-5199

Attorney's for Defendant:
ONESOURCE SUPPLY SOLUTIONS, LLC

Alexander Chemers
Zander.Chemers@ogletree.com
Sally Navarrete
Sally.Navarrete@ogletreedeakins.com
OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.

Attorney's for Defendant's:
ONESOURCE DISTRIBUTORS,
SONEPARMANAGEMENT,
INDEPENDENT ELECTRIC SUPPLY

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

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

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

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

///

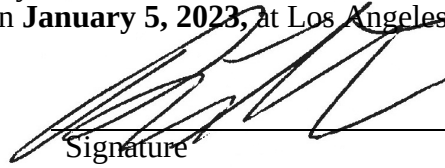
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[] **BY OVERNIGHT DELIVERY:** I am “readily familiar” with this firm’s practice of collection and processing correspondence for overnight delivery. Under that practice, overnight packages are enclosed in a sealed envelope with a packing slip attached thereto fully prepaid. The packages are picked up by the carrier at our offices or delivered by our office to a designated collection site.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **January 5, 2023**, at Los Angeles, California.

Riley McIntire
Type/Print Name



Signature