LAWYERS FOR JUSTICE PC

May 15, 2025

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: ***CROSSMARK, INC.; CHI MANAGEMENT GROUP, LP; ACOSTA INC.; RETAIL SERVICES WIS CORPORATION; WIS INTERNATIONAL***

Dear Representative:

We have been retained to represent Gwendolyn Lederer against Crossmark, Inc., Chi Management Group, LP, Acosta, Inc., Retail Services WIS Corporation, WIS International (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as "Chi Management Group") for violations of California wage-and-hour laws. Ms. Lederer seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Ms. Lederer seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Chi Management Group employed Ms. Lederer as an hourly-paid, non-exempt employee from approximately August 2022 to the present, in the State of California.

The "aggrieved employees" that Ms. Lederer may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, Chi Management Group has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001, 5-2001, and 7-2001.

Chi Management Group required Ms. Lederer and other aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate Ms. Lederer and other aggrieved employees for this time. Such work included, but was not limited to, donning and doffing, responding to work related communications, assisting customers/clients, answering phone calls and text messages, preparing

workstations, cooking food, cleaning, putting away supplies, and completing other regular tasks/duties.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Ms. Lederer and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. Lederer and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Chi Management Group required Ms. Lederer and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods

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 if an employee quits 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' 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. During the relevant time period, Chi Management Group failed to pay aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

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. During the relevant time period, Chi Management Group failed to pay Ms. Lederer and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Chi Management Group did not provide Ms. Lederer and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Chi Management Group were in violation of California Labor Code section 226(a). The violations include, but are

not limited to, the failure to include the total hours worked by Ms. Lederer and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars ($50) for each aggrieved employee per pay period for the initial violation and one hundred dollars ($100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Ms. Lederer and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Ms. Lederer and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Ms. Lederer and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Ms. Lederer and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, 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. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Chi Management Group failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Ms. Lederer and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Chi Management Group did not provide Ms. Lederer and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee … under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001, 5-2001, and 7-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Chi Management Group failed to pay Ms. Lederer and other aggrieved employees half the usual or scheduled day's work in an

amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Ms. Lederer and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Chi Management Group failed to pay Ms. Lederer and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Ms. Lederer and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Ms. Lederer and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Chi Management Group. These costs include, but are not limited to, the use of personal phones for business-related purposes, the use of personal vehicles for business-related purposes, the purchasing and maintenance of clothing and specialty footwear in compliance with workplace policies, and the purchasing of tools, supplies, and/or equipment for business-related purposes.

Therefore, on behalf of all aggrieved employees, Ms. Lederer seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,

Arman Marukyan, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Chi Management Group, LP
Crossmark, Inc.
Acosta Inc.
c/o Corporate Creations Network Inc.
Agent for Service of Process
7801 Folsom Boulevard, #202
Sacramento, CA 95826

WIS International
7950 Legacy Drive, Suite 800
Plano, TX 75024

Retail Services WIS Corporation
WIS International
c/o CSC – Lawyers Incorporating Service
Agent for Service of Process
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833-3505

Acosta Inc.
6651 Gate Parkway, Suite 1
Jacksonville, FL 32256

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Gwendolyn Lederer v. Chi Management Group, LP, et al.

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Sacramento, CA 95826

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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Gwendolyn Lederer v. Chi Management Group, LP, et al.

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3. Service Type

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Acosta Inc.
6651 Gate Parkway, Suite 1
Jacksonville, FL 32256

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C. Date of Delivery

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☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Delivery Restricted Delivery
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