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June 12, 2025

VIA WEBSITE UPLOAD

State of California
Labor and Workforce Development Agency

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

One Inc.
620 Coolidge Drive
Folsom, CA 95630

Barbara Miller
One Inc.
620 Coolidge Drive
Folsom, CA 95630

Re: *Grover v. One Inc. et al.*

Dear One Inc. and Barbara Miller:

This office represents Larissa Grove. We are informing you of our representation and ask that all further communication regarding this matter be directed to our attention at the address located on this letterhead, and that no contact be made directly with our client. This letter is sent pursuant to the provisions of California Labor Code, §§2699, *et seq.*

I. FACTS & NATURE OF THE DISPUTE

This is an employer-employee related dispute. Plaintiff was a non-exempt employee of Swift Transportation Services, LLC. Plaintiff is seeking relief for Defendants' violations of the California Business & Professions Code §§ 17200 *et seq.*, including full restitution and disgorgement of all compensation retained by Defendants as a result of their unlawful and unfair business practices, as well as injunctive relief.

This action is on behalf of Plaintiff to recover wages from Defendants due to Defendants' failure to pay overtime/double time, minimum wages, provide meal/rest breaks (or pay the

statutory compensation due), to issue accurate wage statements, pay wages on termination, to allow inspection of employment records and unfair competition. Defendants also retaliated against Plaintiff because she complained about wage and hour violations.

Defendants have violated the law. These violations are set forth in Section II below. Plaintiff seeks compensatory, statutory, declaratory and injunctive relief to compensate her for wage theft and otherwise unlawful working conditions.

II. § 2699, ET SEQ., LABOR CODE VIOLATIONS

Our client has numerous legal claims against One Inc. (“ONE”) and Barbara Miller. Further investigation and formal discovery will likely uncover other claims and additional facts supporting liability herein.

The details of our client’s Labor Code, §2699, claims include, but are not limited to:

A. OFF THE CLOCK WORK

(Labor Code § 203, 226, 510, 558, 1197, 1197.1, and 2699(f)(2); IWC Wage Order No. 9)

Defendants were required to pay their employees for all time worked, even if employees were not clocked in or after they were clocked out. Plaintiff was required by Defendants to engage in off the clock work. Because she was not allowed to work overtime, Plaintiff worked off the clock to complete tasks. Defendants failed to pay Plaintiff for off the clock work she performed.

As a direct and proximate result of Defendants’ failure and refusal to pay for her off the clock work, Plaintiff suffered damages in an amount to be proven at trial.

B. FAILURE TO PAY PREMIUM OVERTIME/DOUBLE TIME WAGES DUE

(Cal. Labor Code §§ 510, 511, 558, 1194.3, 1198; IWC Wage Order No. 4)

Defendants were required to pay Plaintiff for all time worked. Plaintiff routinely worked schedules such that she was due pay at overtime/double time rates. However, Plaintiff was not paid for the overtime/double time hours she worked. When Plaintiff worked double time, she was paid time and one half, not double time. Further, Defendants required Plaintiff to engage in off the clock work every day. Plaintiff was not paid for her off the clock work.

Throughout Plaintiff’s employment, Defendants failed and refused to pay overtime/double time compensation to Plaintiff as required by law. The foregoing overtime/double time compensation is owed and unpaid. As a direct and proximate result of Defendants’ failure and refusal to pay overtime/double time, Plaintiff suffered damages in an amount to be proven at trial.

C. FAILURE TO PAY MINIMUM WAGES DUE

(Cal. Labor Code §§1194, 1194.2, 1997, 1197.1, 1198; IWC Wage Order No. 4)

Defendants failed to satisfy minimum wage requirements. As a result of Defendants failing to afford compliant meal/rest breaks, Plaintiff was paid less than minimum wage. This resulted in Defendants' failure to compensate Plaintiff properly for "all hours worked" and consequently underpaid Plaintiff for the actual hours Plaintiff worked in violation of *Labor Code* §§ 1197, 1198 and Wage Order No. 4.

D. FAILURE TO PROVIDE REST PERIODS

(Cal. Labor Code § 226.7; IWC Wage Order No. 4)

Defendants failed to provide any rest periods and or uninterrupted rest periods as required by Labor Code § 226.7 and the Wage Order No. 4.

By virtue of Defendants' unlawful failure to provide compliant rest periods to the Plaintiff, Plaintiff has suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff, but which exceed the jurisdictional limits of the Court and which will be ascertained according to proof at trial.

E. FAILURE TO PROVIDE MEAL PERIODS

(Labor Code §226.7; IWC Wage Order No. 4)

Defendants intentionally and improperly denied Plaintiff compliant meal periods. Plaintiff did not receive premium pay for her missed meal periods. Plaintiff's meal periods were at times interrupted, not afforded and/or afforded late.

By virtue of Defendants' unlawful failure to provide compliant meal periods to the Plaintiff, Plaintiff has suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff, but which exceed the jurisdictional limits of the Court and which will be ascertained according to proof at trial.

F. FAILURE TO MAINTAIN RECORDS AND PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(Cal. Labor Code §226; IWC Wage Order No. 4)

Defendants intentionally and knowingly failed to provide Plaintiff with any weekly itemized wage statements containing accurate information regarding the wages earned by Plaintiff.

Plaintiff was damaged by this failure because, among other things, the failures led her to believe that she was not entitled to overtime/double time, minimum wages, pay for meal/rest periods not provided, even though she was so entitled and these failures hindered her from determining the amounts of wages owed to her.

G. FAILURE TO PAY WAGES DUE UPON TERMINATION
(Cal. Labor Code §§201-203)

Plaintiff was wrongfully terminated from Defendants' employ and Defendants willfully failed to pay Plaintiff wages due to her.

Plaintiff was not paid for all the wages she was owed when she ended her employment with Defendants on May 20, 2025. She is still owed overtime/double time, minimum wages premium pay for failure to afford meal/rest breaks, premium pay for non-compliant meal/rest breaks and other wages.

H. VIOLATION OF WHISTLEBLOWER STATUTE
(Labor Code §1102.5)

In or about April 2025, Plaintiff exercised her right to complain to Barbara about ONE's wage and hour violations. These are violations of California law. Plaintiff had reasonable cause to believe she was reporting violations of law in each of these instances. In fact, they were actual violations of law as detailed above, so her reasonable belief was also true.

Plaintiff was a whistleblower pursuant to Cal. Labor Code § 1102.5.

Defendant ONE retaliated against Plaintiff for complaining about the foregoing violations of state law by wrongfully terminating her in violation of Cal. Lab. Code §1102.5.

I. WRONGFUL TERMINATION AND RETALIATION
(Labor Code §98.6)

Defendant ONE retaliated against Plaintiff in violation of California Labor Code §98.6 (a) because she exercised her right to report Defendant ONE's wage and hour violations.

Defendant ONE subjected Plaintiff to an adverse employment action by terminating her on or about May 20, 2025, in retaliation for her complaints concerning wage and hour violations.

Pursuant to California Labor Code §98.6 (b)(3), Defendant ONE is liable for damages and civil penalties up to \$10,000 per violation due to its violation of California Labor Code §98.6.

J. FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS
(Cal. Labor Code §1198.5)

On or about June 12, 2025, Plaintiff's counsel issued a written request to you for copies of her personnel records. You have failed and refused to permit Plaintiff to have access to copies of her records.

As a result of your failure and refusal to permit Plaintiff to have full access to her records, Plaintiff will seek injunctive relief and recovery of statutory penalties.

K. UNFAIR COMPETITION
(Cal. Bus. & Prof. Code §§17200 et seq.)

Defendants, through the unfair and unlawful business practices as described herein, have obtained valuable property, money and services from the Plaintiff and has deprived her of valuable rights and benefits guaranteed by law all to the detriment of Plaintiff. All the acts described are violations of, among other things, the Labor Code and applicable Industrial Commission Wage Orders, are unlawful and in violation of public policy; and in addition are immoral, unethical, oppressive, and unscrupulous, and thereby constitute unfair and unlawful business practices in violation of Business & Professions Code §§ 17200 *et seq.*

Plaintiff is entitled to, and is, seeking such relief as may be necessary to restore to her the money and property which Defendants have acquired, or of which Plaintiff has been deprived by means of the above-described unfair and unlawful business practices.

L. ADDITIONAL PENALTIES
(Violations of Labor Code §§201-204, 210, 218.5, 226(a)(e), 222-223, 226.2, 226.7, 510, 512, 558, 1102.5, 98.6, 1194, 1194.2, 1197, 1197.1, 1198, 1199 and 1198.5)

Plaintiff intends to seek all penalties for the violations described above. Moreover, Plaintiff also intends to recover the actual wages owed to employees under the Labor Code sections that authorize such recovery, including but not limited to Labor Code §558.

III. CONCLUSION

Please take notice this letter is intended to exhaust the pre-litigation requirements set forth under California Labor Code, §§2699, *et seq.* By law, an employee alleging a violation of one of the above-referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of §2699, *et seq.*, by seeking redress in court. (Labor Code § 2699.3(a)(1).) The LWDA must then notify the employer and the employee within 33 calendar days regarding whether it intends to investigate the alleged violation. (Labor Code, §2699.3(a)(2)(B).) If the LWDA advises that it will not investigate, or if no notice is provided within 33 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code, §2699. (Labor Code, §2699.3(a)(2)(A).) It is the intention of this

office to file a civil complaint and to bring the appropriate claims under Labor Code, §2699, should your office not address these matters within the proscribed time.

We write this letter subject to and without waiver of our client's rights and remedies, all of which we expressly reserve. This letter is not an express statement of all facts and circumstances concerning this matter.

Sincerely,

LIPELES LAW GROUP, APC



Kevin A. Lipeles, Esq.