

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Michael Stern

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ATTORNEYS FOR PLAINTIFF

CESAR PATINO AND THE PAGA GROUP

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES**

CESAR PATINO, an individual, on behalf of  
himself, the State of California and the Labor  
and Workforce Development Agency,

Plaintiff,

v.

REYES COCA-COLA BOTTLING, LLC, a  
Delaware Limited Liability Company, RON  
RIVERS, an individual, and DOES 1 through  
100, INCLUSIVE,

Defendants.

CASE NO: **23STCV05699**

CIVIL UNLIMITED

**COMPLAINT FOR DAMAGES AND  
EQUITABLE REMEDIES:**

- 1. FAILURE TO PAY WAGES AND/OR  
OVERTIME (LABOR CODE §§ 204,  
510, 1194, 1194.2, 1197 AND 1197.1);**
- 2. FAILURE TO PROVIDE MEAL AND/OR  
REST BREAKS (LABOR CODE §§ 512,  
226.7);**
- 3. FAILURE TO INDEMNIFY EMPLOYEES  
FOR BUSINESS EXPENSES (LABOR  
CODE §§ 221, 221.5, 2802);**
- 4. WAGE STATEMENT VIOLATION  
(LABOR CODE § 226);**
- 5. UNLAWFUL COMPETITION (BUS. &  
PROF. § 17200);**
- 6. WAITING TIME PENALTIES (LABOR  
CODE § 203);**
- 7. RETALIATION (LABOR CODE § 98.6);  
AND**
- 8. PRIVATE ATTORNEY GENERAL  
ACTION FOR PENALTIES (LABOR  
CODE § 2699)**

**DEMAND FOR JURY TRIAL**

Plaintiff CESAR PATINO alleges on behalf of himself and other employees:

**COMPLAINT FOR DAMAGES & EQUITABLE REMEDIES**

**I. INTRODUCTION**

1. Plaintiff Cesar Patino began working for Defendant Reyes Coca-Cola Bottling, LLC (“Reyes Coca-Cola”) on or about October 2017. Throughout his tenure and more so in the last six (6) month of his employment with Defendant, Mr. Patino questioned the company’s policies pertaining to proper rest breaks, uninterrupted meal breaks and reimbursements for mileage and tool purchases with his direct supervisor Ron Rivers. After several months of complaining about ongoing Labor Code violations, Defendants retaliated against Mr. Patino and otherwise wrongfully terminated him.

**II. PARTIES/VENUE**

2. Plaintiff Cesar Patino was at all relevant times an employee of Defendant Reyes Coca-Cola and a resident of the County of Los Angeles. The events that form the basis of this lawsuit took place within this County.

3. Plaintiff is informed and believes, and upon that basis alleges, Defendant Reyes Coca-Cola is a Delaware Limited Liability Company authorized to and regularly and customarily doing business in California. At all relevant times, Reyes Coca-Cola employed Plaintiff Cesar Patino.

4. Plaintiff is informed and believes, and upon that basis alleges, Defendant Ron Rivers is and was at all relevant times a resident of the County of Los Angeles, regularly conducting business in the County as Reyes Coca-Cola’s manager and supervisor. Plaintiff is informed and believes, and upon that basis alleges, that Defendant Rivers violated, or caused to be violated, Labor Code sections or provisions regulating hours and days of work within the definition of Labor Code § 558.

5. Plaintiff brings this action pursuant to Labor Code §§ 98.6, 201, 201.5, 202, 203, 204, 206, 206.5, 208, 210, 221, 224, 225.5, 226, 226(a)(1), 226(a)(5), 226(a)(8), 226(a)(9), 226(c), 226(e)(1), 226(f), 226.3, 226.6, 226.7, 227.3, 510, 512, 512(a), 551, 552, 553, 558, 558(a)(3), 558.1, 1174, 1174(d), 1194, 1197, 1197.1, 1199, 2802 and is seeking wages, expense reimbursements, penalties, injunctive, declaratory, and other equitable relief, and reasonable attorneys’ fees and costs.

6. For at least one year prior to the filing of this action continuing to the present, Defendants have had a consistent policy of failing to pay wages for all hours worked.

7. For at least one year prior to the filing of this action continuing to the present, Defendants have had a consistent policy of failing to provide employees meal and rest breaks.

8. For at least one year prior to the filing of this action continuing to the present, Defendants have had a consistent policy of failing to provide employees with accurate itemized wage statements.

9. For at least one year prior to the filing of this action continuing to the present, Defendants have had a consistent policy of failing to indemnify employees for business expenses.

10. Plaintiff, pursuant to Business and Professions Code §§ 17200 – 17208, also seeks injunctive relief, restitution and disgorgement of all benefits Defendants enjoyed from their unlawful policies and practices.

11. The true names and capacities of defendants DOES 1 through 100 are unknown to Plaintiff, who therefore sues these Defendants by such fictitious names. Plaintiff will seek leave to amend his complaint to allege such names and capacities as soon as they are ascertained. Plaintiff is informed and believes, and upon that basis alleges, that each of the fictitiously named Defendants is in some manner responsible, liable, and/or obligated to Plaintiff in connection with the acts alleged herein.

12. Plaintiff is informed and believes and upon that basis alleges that DOES 1 through 100 are the controlling entities and/or alter egos of the other Defendants, and of each other, and ratified, authorized, and/or directed the conduct of Defendant Reyes Coca-Cola and Ron Rivers. In doing the things hereinafter alleged, the Defendants, and each of them, acted as the agents, servants and employees of their co-defendants, who acted within the course and scope of their agency and employment, and with the knowledge, consent and approval of their co-defendants whereby their conduct was

1 ratified by their co-defendants.

2 13. Pursuant to California Code of Civil Procedure §§ 393, 395.5, jurisdiction  
3 and venue are proper in the Superior Court, State of California, County of Los Angeles.

4 **III. EXHAUSTION OF ADMINISTRATIVE REMEDIES**

5 14. All legal prerequisites for proceeding with the claims contained in this  
6 complaint have been met.

7 15. Plaintiff sent a letter to the Labor Workforce Development Agency  
8 (“LWDA”) and to Defendants on January 4, 2023, pursuant to Labor Code § 2699. At  
9 least sixty-five (65) days have passed since the postmark date of that notice and the  
10 LWDA has not indicated it intends to investigate the alleged violations. Therefore,  
11 pursuant to Labor Code § 2699.3(a)(2)(A), Plaintiff may commence a civil action.

12 **IV. FACTUAL ALLEGATIONS COMMON TO ALL CLAIMS**

13 16. Cesar Patino began his tenure with Reyes Coca-Cola as a Fountain  
14 Reactive Technician on or about October 2017 and was responsible for the servicing of  
15 beverage dispensing equipment in various counties in southern California. His  
16 responsibilities included but are not limited to calibrating and/or adjusting equipment,  
17 providing technical assessment of equipment to determine what components should be  
18 repaired or replaced to maximize equipment performance, provide equipment repair  
19 services in customer outlets, troubleshoot equipment issues (e.g., dispensing), provide  
20 technical advice for customers, business partners and company associates in order to  
21 teach, provide expertise or validate equipment/parts.

22 17. Throughout Mr. Patino’s employment, Reyes Coca-Cola failed to pay  
23 wages for all time worked, and failed to pay an overtime premium wage for time worked  
24 in excess of 8 hours per day or 40 hours per week, which resulted in minimum and  
25 overtime premium wage violations.

26 18. Mr. Patino, and others similarly situated including other nonexempt  
27 personnel whose services to Defendants included driving or otherwise servicing the needs  
28 of customer outlets, were not compensated for travel time associated with returning from

customer outlets after providing the forementioned services. Specifically with respect to travel time, employees were required to clock-out at the end of a service request/call while still being located at the customer outlet and otherwise regardless of where the service call required the technician to be located. Fountain reactive technicians were often required to attend to service calls at customer outlets involving one-direction travel time ranging from 45 to 90 minutes. Defendants did not compensate Mr. Patino, and others similarly situated including other nonexempt personnel whose services to Defendants included driving or otherwise servicing the needs of customer outlets, for their return travel time associated with service calls at customer outlets.

19. In addition, Mr. Patino alleges that he, as well as other employees including other nonexempt personnel whose services to Defendants included driving or otherwise servicing the needs of customer outlets, were not provided with compliant duty-free meal periods for each day that they worked over 5 hours in a shift or a second meal break when working over 10 hours shift. Mr. Patino and other employees, including other nonexempt personnel whose services to Defendants included driving or otherwise servicing the needs of customer outlets, were often not provided with meal periods as Defendants maintained strict guidelines regarding the completion of service requests/calls. Therefore, Mr. Patino and other employees, including other nonexempt personnel whose services to Defendants included driving or otherwise servicing the needs of customer outlets, had to forego legally compliant meal and rest periods so that the job could be completed according to Defendants' strict time specifications.

20. Mr. Patino and other employees were also required to purchase and use their own tools, but Reyes Coca-Cola failed to fully reimburse Mr. Patino and other employees for use of these items in the course of their employment. After raising the numerous Labor Code violations with his direct supervisor Defendant Ron Rivers, Mr. Patino faced retaliation for complaining about owed wages and expense reimbursements. Plaintiff Patino was wrongfully terminated on or about November 1, 2022.

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**FIRST CAUSE OF ACTION**  
**FOR FAILURE TO PAY WAGES AND/OR OVERTIME WAGES**  
**AGAINST DEFENDANT REYES COCA-COLA BOTTLING, LLC**  
**AND DOES 1 THROUGH 100**

21. The allegations set forth in paragraphs 1 through 20 are realleged and incorporated by reference as though fully set forth herein.

22. At all times relevant herein, Defendant Reyes Coca-Cola was required to compensate Plaintiff for all regular hours worked, and overtime compensation when he worked over eight (8) hours per day and/or forty (40) hours per week, and double time when he worked over twelve (12) hours per day.

23. As a pattern and practice, Defendant regularly required Plaintiff to work more hours than what was recorded on his time sheets as his travel time from a job site was excluded from his calculation of wages, which resulted in Defendant failing to pay Plaintiff all the required wages for all hours actually worked.

24. By their policy of requiring Plaintiff to work without receiving compensation for all hours worked at their regular rate, or if in excess of eight (8) hours in a workday and/or forty (40) hours in a workweek and/or seven days a week, without compensating Plaintiff at the rate of time and one-half and/or double time Defendant willfully violated the provisions of Labor Code § 1194.

25. As a result of the unlawful acts of Defendant, Plaintiff has been deprived of wages and/or overtime/doubletime in amounts to be determined at trial, and is entitled to recovery of such amounts, plus liquidated damages, interest and penalties thereon, and attorneys' fees and costs pursuant to Labor Code § 1194.

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**SECOND CAUSE OF ACTION**  
**FOR FAILURE TO PROVIDE MEAL AND/OR REST BREAKS**  
**AGAINST DEFENDANT REYES COCA-COLA BOTTLING, LLC**  
**AND DOES 1 THROUGH 100**

26. The allegations set forth in paragraphs 1 through 25 are realleged and incorporated by reference as though fully set forth herein.

27. Employees are entitled to a meal period of at least thirty (30) minutes per five (5) hour work period and an additional 30-minute unpaid meal break when working more than 12 hours in a day.

28. Employers must authorize and permit rest breaks. Employees are entitled to a paid ten (10) minute rest break for every four (4) hours worked.

29. Defendant Reyes Coca-Cola failed to provide Plaintiff and others with timely meal breaks of not less than thirty (30) minutes as required by the Labor Code during their employment. Defendant failed to authorize and permit Plaintiff and others to take rest breaks of not less than ten (10) minutes as required by the Labor Code during their employment.

30. Pursuant to Labor Code § 226.7, Plaintiff is entitled to damages in an amount equal to one (1) hour of wages per missed meal break, in a sum to be proven at trial. Plaintiff is also entitled to damages in an amount equal to one (1) hour of wages per missed rest break, in a sum to be proven at trial.

**THIRD CAUSE OF ACTION**  
**FOR FAILURE TO REIMBURSE BUSINESS EXPENSES**  
**AGAINST DEFENDANT REYES COCA-COLA BOTTLING, LLC, DEFENDANT**  
**RON RIVERS AND DOES 1 THROUGH 100**

31. The allegations set forth in paragraphs 1 through 30 are realleged and incorporated by reference as though fully set forth herein.

32. Pursuant to California Labor Code § 2802, Defendant is required to reimburse Plaintiff for expenses incurred during the performance of job duties. Pursuant

1 to Labor Code § 221, employers are prohibited from causing the repayment of wages to  
2 the employer and withholding of wages.

3 33. Plaintiff alleges Defendant did not reimburse Plaintiff for expenses incurred  
4 as a condition of the discharge of his employment duties. Plaintiff alleges Defendant Ron  
5 Rivers actively prevented Plaintiff and others similarly situated from being indemnified  
6 for their business expenses.

7 34. As a proximate result of this violation, Plaintiff has been damaged in an  
8 amount according to proof at the time of trial, including interest thereon and reasonable  
9 attorneys' fees and costs.

10 **FOURTH CAUSE OF ACTION**  
11 **FOR VIOLATION OF LABOR CODE § 226**  
12 **AGAINST DEFENDANT REYES COCA-COLA BOTTLING, LLC**  
13 **AND DOES 1 THROUGH 100**

14 35. The allegations set forth in paragraphs 1 through 34 are realleged and  
15 incorporated by reference as though fully set forth herein.

16 36. Section 226(a) of the California Labor Code requires Defendant to itemize  
17 in wage statements all deductions from payment of wages and to accurately report total  
18 hours worked by Plaintiff. Defendant has knowingly and intentionally failed to comply  
19 with Labor Code § 226(a) on each and every wage statement that should have been  
20 provided to Plaintiff. By failing to keep adequate records as required by §§ 226 and 1174  
21 (d) of the Labor Code, Defendant has injured Plaintiff and made it difficult to calculate  
22 the unpaid wages earned, failure to reimburse business expenses, and losses and  
23 expenditures not indemnified by Defendant (including wages, interest, and penalties  
24 thereon) due to Plaintiff.

25 37. Section 1174 of the California Labor Code requires Defendant to maintain  
26 and preserve, in a centralized location, among other items, records showing the names  
27 and addresses of all employees employed, payroll records showing the hours worked  
28 daily by and the wages paid to its employees. Defendant has knowingly and intentionally

1 failed to comply with Labor Code § 1174. Defendant's failure to comply with Labor  
2 Code § 1174 is unlawful pursuant to Labor Code § 1175.

3 38. IWC Wage Orders 4-2001(7), 4-2000(7), require Defendant to maintain  
4 time records showing, among other things, when the employee begins and ends each  
5 work period, meal periods, split shift intervals and total daily hours worked in itemized  
6 wage statements, and must show all deductions and reimbursements from payment of  
7 wages, and accurately report total hours worked by Plaintiff.

8 39. Plaintiff requests relief as described herein and below.

9 **FIFTH CAUSE OF ACTION**  
10 **FOR UNFAIR BUSINESS PRACTICES IN VIOLATION OF**  
11 **BUSINESS & PROFESSIONS CODE § 17200**  
12 **AGAINST DEFENDANT REYES COCA-COLA BOTTLING, LLC**  
13 **AND DOES 1 THROUGH 100**

14 40. The allegations set forth in paragraphs 1 through 39 are realleged and  
15 incorporated by reference as though fully set forth herein.

16 41. Defendant engaged in unfair, unlawful, fraudulent, deceptive, untrue,  
17 and/or misleading business practices through the following, among others:

18 (a) Defendant failed to reimburse Plaintiff for expenses incurred during the  
19 performance of his job duties as required by California law in violation  
20 of Labor Code §§ 2802 and 221.

21 (b) Defendant failed to compensate Plaintiff with the true and/or correct  
22 and/or full amount of his earned hours and overtime pay, in violation of  
23 Labor Code § 510 and IWC Wage Order No. 4 §§ 11, 12.

24 (c) Defendant failed to provide Plaintiff with all of his mandatory meal  
25 and/or rest periods as required by California law in violation of Labor  
26 Code §§ 226.7 and 512 and IWC Wage Order No. 4 §§ 11, 12.

27 42. Defendant engaged in unfair, unlawful, fraudulent, deceptive, untrue,  
28 and/or misleading business practices in direct violation of California Bus. & Prof. Code §

17200 *et seq.*

43. Defendant's willful and/or reckless conduct constituted unfair business practices and acts because the harm to the general public outweighed any utility that its conduct may have produced.

44. As a direct result of the conduct, act and omissions of Defendant and DOES 1 through 100, and each of them, Plaintiff has been harmed and damaged in an amount to be shown at the time of trial, together with prejudgment interest thereon from the time owed until paid, all within an amount within the jurisdictional limits of this Court.

45. Plaintiff is also entitled to all penalties provided by Cal. Bus. & Prof. Code § 17206.

46. Cal. Bus. & Prof. Code § 17205 declares, unless otherwise expressly provided, the remedies or penalties provided by this chapter are cumulative to each other and to the remedies or penalties available under all other laws of this state.

47. The acts of Defendant and DOES 1 through 100, and each of them, were willful, wanton, malicious, intentional, oppressive and/or despicable and were done in willful and conscious disregard of the rights, welfare and safety of Plaintiff, thereby justifying the award of punitive and exemplary damages in an amount to be determined at the time of trial pursuant to California Civil Code § 3294(a) and (b).

48. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

**SIXTH CAUSE OF ACTION**  
**FOR WAITING TIME PENALTIES PURSUANT TO LABOR CODE § 203**  
**AGAINST DEFENDANT REYES COCA-COLA BOTTLING, LLC**  
**AND DOES 1 THROUGH 100**

49. The allegations set forth in paragraphs 1 through 48 are realleged and incorporated by reference as though fully set forth herein.

50. Plaintiff Patino is no longer employed by Defendant Reyes Coca-Cola and has not been employed by Defendant for more than 30 days.

1           51. Defendant Reyes Coca-Cola’s failure to pay wages, as alleged above, was  
2 willful in that Defendant knew wages were due but failed to pay them, thus entitling  
3 Plaintiff to penalties under Labor Code § 203, which provides that an employee’s wages  
4 shall continue as a penalty until paid for a period of up to thirty days from the time they  
5 were due. Defendant has failed to pay Plaintiff a sum certain at the time of termination or  
6 within seventy-two hours of resignation, and has failed to pay those sums for thirty days  
7 thereafter. Pursuant to the provisions of Labor Code § 203, Plaintiff is entitled to  
8 penalties in the amount of his daily wage multiplied by thirty (30) days.

9                                   **SEVENTH CAUSE OF ACTION**  
10                                  **FOR RETALIATION (Labor Code § 98.6)**  
11                                  **AGAINST DEFENDANT REYES COCA-COLA BOTTLING, LLC, DEFENDANT**  
12                                  **RON RIVERS AND DOES 1 THROUGH 100**

13           52. The allegations set forth in paragraphs 1 through 51 are realleged and  
14 incorporated by reference as though fully set forth herein.

15           53. Labor Code Section 98.6 protects an employee from, *inter alia*, retaliation,  
16 discrimination or any adverse action when the employee makes a “written or oral  
17 complaint that he or she is owed unpaid wages, or because the employee has initiated any  
18 action or notice pursuant to Section 2699 . . . or . . . because of the exercise by the  
19 employee or applicant for employment on behalf of himself, herself, or others of any  
20 rights afforded him or her.”

21           54. “Any employee who is discharged, threatened with discharge, demoted,  
22 suspended, retaliated against, subjected to an adverse action, or in any other manner  
23 discriminated against in the terms and conditions of his or her employment” because the  
24 employee engaged in any conduct delineated in *inter alia*, Labor Code Section 98.6 or  
25 “because the employee has made a bona fide complaint or claim to the division pursuant  
26 to this part, or because the employee has initiated any action or notice pursuant to Section  
27 2699 shall be entitled to reinstatement and reimbursement for lost wages and work  
28 benefits caused by those acts of the employer.”

1           55. An employer who willfully refuses to hire, promote, or otherwise restore an  
2 employee or former employee who has been determined to be eligible for rehiring or  
3 promotion by a grievance procedure, arbitration, or hearing authorized by law, is guilty of  
4 a misdemeanor. In addition to other remedies available, a civil penalty of up to \$10,000  
5 may be awarded to an employee for each violation of Labor Code Section 98.6.

6           56. Throughout Plaintiff's employment with Defendant Reyes Coca-Cola, he  
7 complained about: (a) not getting paid for all hours worked, (b) not receiving his proper  
8 meal and rest breaks, and (c) not being fully reimbursed for business expenses. These  
9 complaints were communicated to Defendant Ron Rivers.

10           57. Upon making complaints, Defendants Reyes Coca-Cola and Ron Rivers  
11 retaliated against and subjected Plaintiff to adverse actions that included termination.

12           58. Defendants Reyes Coca-Cola and Ron Rivers engaged in conduct that,  
13 taken as a whole, materially and adversely affected the terms and conditions of Plaintiff's  
14 employment.

15           59. Plaintiff's complaints were a motivating reason for Defendants' retaliatory  
16 conduct and ultimate termination.

17           60. Plaintiff Patino has been harmed. Defendants' retaliation is a substantial  
18 factor in causing that harm.

19           61. As a proximate result of Defendants' retaliatory conduct, Plaintiff has  
20 sustained losses in earnings and other employment benefits. As a proximate result of  
21 Defendants' retaliation, Plaintiff has suffered and continues to suffer humiliation,  
22 emotional distress, mental and physical pain and anguish, pain and suffering, loss of  
23 sleep, anxiety, depression and shame.

24           62. In light of Defendants' willful, knowing and intentional retaliation,  
25 Mr. Patino seeks an award of punitive and exemplary damages in an amount according to  
26 proof at trial.

27 ///

28 ///

63. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees. Plaintiff will seek recovery of his attorneys' fees and costs at the conclusion of this lawsuit.

**EIGHTH CAUSE OF ACTION**  
**FOR PENALTIES PURSUANT TO LABOR CODE SECTION 2699**  
**AGAINST DEFENDANT REYES COCA-COLA BOTTLING, LLC, DEFENDANT**  
**RON RIVERS AND DOES 1 THROUGH 100**

64. The allegations set forth in paragraphs 1 through 63 are realleged and incorporated by reference as though fully set forth herein.

65. Plaintiff, an aggrieved employee, hereby seeks recovery of civil penalties as prescribed by the *Labor Code* Private Attorneys General Act of 2004 on behalf of himself and other aggrieved employees against whom one or more of the violations of the *Labor Code* were committed.

66. On January 4, 2023, Plaintiff sent a certified letter to the LWDA and Defendant as prescribed by *Labor Code* § 2699.3 regarding Plaintiff's claims for penalties pursuant to Labor Code § 226.8, Labor Code § 203, Labor Code § 558, rest and recovery periods, itemized wage statements, unauthorized withholdings/deductions, and failure to reimburse expenses. At least sixty-five (65) days have passed since the postmark date of that notice and the LWDA has not indicated that it intends to investigate the alleged violations. Therefore, pursuant to *Labor Code* § 2699.3(a)(2)(A), Plaintiff may commence a civil action.

67. Plaintiff and other aggrieved employees are entitled to penalties for the herein alleged violations, to be proven at the time of trial, allocated 75% to the LWDA and 25% to the affected employees, subject to the following formula:

- a. \$100.00 for the initial violation per employee per pay period; and
- b. \$200.00 for each subsequent violation per employee per pay period.

68. The remedies provided under PAGA are intended to be cumulative of other available remedies. *Lab. Code* § 2699(g)(1).

69. Under Labor Code section 226.8, the Court shall require payment of a civil penalty of not less than five thousand dollars (\$5,000) and not more than fifteen thousand dollars (\$15,000) for each violation.

70. Plaintiff and the aggrieved employees are also entitled to any and all unpaid wages from Defendant for violating or causing the violations set forth in Plaintiff's PAGA letter pursuant to *Labor Code* § 558, which are payable directly to the affected employees.

### REQUEST FOR JURY TRIAL

69. Plaintiff requests a trial by jury.

### PRAYER FOR RELIEF

WHEREFORE, Plaintiff CESAR PATINO prays for judgment, including joint and several liability, against each Defendant as follows:

1. For penalties pursuant to the Labor Code;
2. For liquidated damages for minimum wage claims;
3. For general unpaid wages at regular wage rates and overtime at overtime wage rates and such general and special damages as may be appropriate;
4. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;
5. Premium pay for each workday a legally compliant meal period was not provided;
6. Premium pay for each workday that a rest period was not provided;
7. That the Court declare, adjudge, and decree that Defendant and DOES 1-100 violated Business and Professions Code §§ 17200, *et seq.*;
8. For restitution of unpaid wages from the day such amounts were due and payable;
9. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendant and determined to have been wrongfully acquired by Defendant as a result of violations of Business and Professions

Code §§ 17200, *et seq.*;

10. That the Court declare, adjudge, and decree that Defendant violated Labor Code §§ 201, 202 and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiff;
11. That the Court declare, adjudge, and decree that Defendant's employment practices violated one or more sections of the Labor Code;
12. For penalties pursuant to Cal. Bus. & Prof. Code § 17206;
13. For disgorgement of ill-gotten gains;
14. For reimbursement of all business expenses owed;
15. For injunctive relief;
16. For punitive damages;
17. For an award of attorneys' fees;
18. For an award of interest, including prejudgment interest, at the legal rate;
19. For costs of suit incurred; and
20. For such other and further relief as the Court deems just and appropriate.

DATE: March 14, 2023

**T. JOSHUA RITZ & ASSOCIATES, INC.**

*T. Joshua Ritz*

By:

\_\_\_\_\_  
T. JOSHUA RITZ  
ATTORNEYS FOR PLAINTIFF  
CESAR PATINO AND THE PAGA  
GROUP

**EXHIBIT - A**



T. Joshua Ritz & Associates, Inc.  
Attorneys-At-Law  
www.rrhllp.com

January 4, 2023

**LABOR WORKFORCE DEVELOPMENT AGENCY**

(via electronic submission only)

**VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED**

**REYES COCA-COLA BOTTLING, LLC**  
12925 Bradley Avenue  
Sylmar CA 91342  
c/o Oscar Martinez - Human Resources Manager  
[Oscar.M.Martinez@reyescsb.com](mailto:Oscar.M.Martinez@reyescsb.com)  
Certified Mail No.: 7020 1810 0000 8736 2434

**REYES COCA-COLA BOTTLING, LLC**  
6250 N River Rd Ste 9000  
Rosemont IL 90018

Certified Mail No.: 7020 1810 0000 8736 2335

**REYES COCA-COLA BOTTLING, LLC**  
c/o Amanda Garcia  
330 N Brand Blvd  
Glendale CA 91203

Certified Mail No.: 7020 1810 0000 8736 2342

**Re: Patino, Cesar v. Reyes Coca-Cola Bottling, LLC, and DOES 1-100**

*Labor Code §§ 98.6, 201, 201.5, 202, 203, 204, 206, 206.5, 208, 210, 221, 224, 225.5, 226, 226(a)(1), 226(a)(5), 226(a)(8), 226(a)(9), 226(c), 226(e)(1), 226(f), 226.3, 226.6, 226.7, 227.3, 510, 512, 512(a), 551, 552, 553, 558, 558(a)(3), 558.1, 1174, 1174(d), 1194, 1197, 1197.1, 1199, 2802*

Attention:

This letter serves to comply with the exhaustion requirement pursuant to California Labor Code's Private Attorney General Act, Labor Code Section 2698, *et seq.* See *Cal. Lab. Code* § 2699.3 (collectively "PAGA").

Our client, Cesar Patino, was employed by Reyes Coca-Cola Bottling, LLC, in the State of California. Mr. Patino was employed as a Fountain Reactive Technician where he was responsible for reactive and scheduled service of beverage dispensing equipment. As a Fountain Reactive Technician, he spent a significant portion of his time driving a company vehicle to different company clients in order to service their beverage dispensing equipment. His responsibilities included calibrating and/or adjusting equipment, providing technical assessment of equipment to determine what components should be repaired or replaced to maximize equipment performance, provide equipment repair services in customer outlets, troubleshoot equipment issues (e.g., dispensing), provide technical advice for customers, business partners and company associates in order to teach, provide expertise or validate equipment/parts or processes and other duties while visiting customers.



*RE: Patino, Cesar v. Reyes Coca-Cola Bottling, LLC, et al.*  
January 4, 2023  
Page 2

Mr. Patino, and others similarly situated including other nonexempt personnel whose services to Defendants included driving or otherwise servicing the needs of customer outlets, were not compensated for travel time associated with returning from customer outlets after providing the forementioned services. Mr. Patino seeks to bring a PAGA action for Labor Code violations on behalf of himself and other nonexempt laborers (e.g., Fountain Reactive Technicians), including other nonexempt personnel whose services to Defendants included driving or otherwise servicing the needs of customer outlets, who were employed in the State of California during the statutory period by Reyes Coca-Cola Bottling, LLC and all other individuals or entities who violated or caused the Labor Code violations complained of herein, or who are jointly or severally liable ("Defendants").

Mr. Patino alleges Defendants failed to pay wages for all time worked, failed to pay an overtime premium wage for time worked in excess of 8 hours per day or 40 hours work per week, which resulted in minimum and overtime premium wage violations. Specifically with respect to travel time, employees were required to clock-out at the end of a service request/call while still being located at the customer outlet and otherwise regardless of where the service call required the technician to be located. Fountain reactive technicians were often required to attend to service calls at customer outlets involving one-direction travel time ranging from 45 to 90 minutes. Defendants did not compensate Mr. Patino, and others similarly situated including other nonexempt personnel whose services to Defendants included driving or otherwise servicing the needs of customer outlets, for their return travel time associated with service calls at customer outlets.

In addition, Mr. Patino alleges that he, as well as other employees including other nonexempt personnel whose services to Defendants included driving or otherwise servicing the needs of customer outlets, were not provided with compliant duty-free meal periods for each day that they worked over 5 hours in a shift or a second meal break when working over 10 hours shift. Mr. Patino and other employees, including other nonexempt personnel whose services to Defendants included driving or otherwise servicing the needs of customer outlets, were often not provided with meal periods as Defendants maintained strict guidelines regarding the completion of service requests/calls. Therefore, Mr. Patino and other employees, including other nonexempt personnel whose services to Defendants included driving or otherwise servicing the needs of customer outlets, had to forego legally compliant meal and rest periods so that the job could be completed according to Defendants' strict specifications.

The foregoing failure to pay wages was willful in that the Defendants knew the wages to be due but failed to pay them. Indeed, employees, including Mr. Patino, have complained to his supervisor Ron Rivers and other layers of management to no avail.

Mr. Patino further alleges that Defendants violated Labor Code Sections 221, 224, and 2802 by requiring that Mr. Patino and other employees use their own tools but failed to reimburse employees for use or purchase of these items in the course of their employment and in direct discharge of their duties.



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Furthermore, as a result of these unlawful policies and practices, Defendants also violated time and pay recordkeeping requirements that mandate the accurate reporting of hours worked and wages earned by its employees, since Defendants failed to accurately record total hours worked, hourly rates, total wages earned and required reimbursements.

Defendants have also violated Labor Code Section 98.6, which protects an employee from, *inter alia*, retaliation, discrimination or any adverse action when the employee makes a “written or oral complaint that he or she is owed unpaid wages . . . .” Mr. Patino and other employees faced retaliation and discrimination for complaining about owed unpaid wages and expense reimbursements.

Based on information and belief, Mr. Patino alleges that Defendants failed to timely pay all wages earned and due upon termination of employment and failed to pay such wages at any time thereafter.

Mr. Patino also intends to seek recovery of penalties and unpaid wages against all proposed Defendants listed above, pursuant to Labor Code Sections 558 and 1199. Labor Code Sections 558 and 1199 provide that any 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 may be liable for civil penalties and resulting unpaid wages. Mr. Patino alleges that Defendants violated and/or caused the Labor Code violations complained of herein.

Other current and former employees of Defendants suffered similar Labor Code violations in the same or similar manner during the statutory period as a result of the unlawful policies and practices complained of herein. Mr. Patino intends to bring the action on their behalf.

Please advise by certified mail within sixty (60) days of the Labor Workforce Development Agency’s (“LWDA”) receipt of this letter whether the LWDA intends to investigate and prosecute these claims on behalf of the Aggrieved Employees. If not, our client intends to pursue these claims on behalf of current and former employees and the State of California in a civil action.

**T. JOSHUA RITZ & ASSOCIATES, INC.**

Sincerely,

*T. Joshua Ritz*

T. Joshua Ritz