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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA

ROSA FEAR and CESAR RAMOS,
individually, and on behalf of aggrieved
employees pursuant to the Private Attorneys
General Act (“PAGA”);

Plaintiffs,

v.

SPS VENTURES INC., a California
corporation; and DOES 1 through 100,
inclusive;

Defendants.

Case No.: **23CV046606**

**COMPLAINT FOR CIVIL
PENALTIES FOR VIOLATION OF
LABOR CODE § 2698 *ET SEQ.*
(PRIVATE ATTORNEYS GENERAL
ACT OF 2004)**

COMES NOW, Plaintiffs ROSA FEAR and CESAR RAMOS (“Plaintiffs”), hereby submits his Complaint against Defendant SPS VENTURES INC. and DOES 1-100 (collectively “Defendants”), on behalf of themselves and other current and former aggrieved employees of Defendant for penalties as follows:

INTRODUCTION

1. This representative action is brought pursuant to Labor Code § 2698 *et seq.* (the Private Attorneys General Act of 2004 (“PAGA”)) for Defendants’ violations of Labor Code §§ 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802.

2. This Complaint challenges Defendants’ systemic illegal employment practices resulting in violations of the stated provisions of the Labor Code against the identified group of employees.

3. Plaintiff is informed and believes and thereon alleges Defendants jointly and severally acted intentionally and with deliberate indifference and conscious disregard to the rights of all employees in (1) failing to pay all meal period wages and rest break wages, (2) failing to properly calculate and pay all minimum and overtime wages, (3) failing to provide accurate wage statements, (4) failing to pay all wages due and owing during employment and upon termination of employment, (5) failing to reimburse all necessary business expenses, and (6) failing to timely provide employee records upon request.

JURISDICTION AND VENUE

4. This action is brought pursuant to PAGA. The civil penalties sought by Plaintiffs exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

5. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

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6. This Court has jurisdiction over Defendants because, upon information and belief, Defendants are citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

7. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, and/or transact business in the State of California, including the County of Alameda. The majority of the acts and omissions alleged herein relating to Plaintiff took place in the State of California, County of Alameda. Defendants employed Plaintiff Cesar Ramos within the State of California, County of Alameda.

PARTIES

8. Plaintiffs CESAR RAMOS and ROSA FEAR are individuals residing in the State of California.

9. Defendant SPS VENTURES INC., at all times herein mentioned, was, upon information and belief, a California limited liability company, and at all times herein mentioned, was an employer whose employees were engaged throughout the State of California, including the County of Alameda.

10. At all relevant times, Defendant SPS VENTURES INC. was an “employer” of Plaintiffs within the meaning of all applicable California laws and statutes.

11. At all times herein relevant, Defendants SPS VENTURES INC. and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, joint employers, representatives, servants, employees, successors, co-conspirators and assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization, and consent of each defendant designated herein.

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1 12. The true names and capacities, whether corporate, associate, individual or
2 otherwise, of Defendants DOES 1 through 100, inclusive, are unknown to Plaintiffs, who sue
3 said defendants by such fictitious names. Plaintiffs are informed and believes, and based on
4 that information and belief alleges, that each of the Defendants designated as a DOE is legally
5 responsible for the events and happenings referred to in this Complaint, and unlawfully caused
6 the injuries and damages to Plaintiffs and the other class members as alleged in this Complaint.
7 Plaintiffs will seek leave of court to amend this Complaint to show the true names and
8 capacities when the same have been ascertained.

9 13. Defendants SPS VENTURES INC. and DOES 1 through 100 will hereinafter
10 collectively be referred to as “Defendants.”

11 14. Plaintiffs further alleges that Defendants directly or indirectly controlled or
12 affected the working conditions, wages, working hours, and conditions of employment of
13 Plaintiff and the other aggrieved employees so as to make each of said Defendants employers
14 and employers liable under the statutory provisions set forth herein.

15 15. As such, and based upon all the facts and circumstances incident to Defendants’
16 business in California, Defendants are subject to PAGA and Labor Code §§ 201, 202, 203, 204,
17 218.5, 221, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and
18 2802.

19 16. Defendants, jointly and severally, employed Plaintiff Cesar Ramos as an hourly-
20 paid non-exempt delivery driver from on or about November 2021 to March 2023, in the state
21 of California, County of Alameda at Defendants’ worksite in Fremont, California. Plaintiff
22 Cesar Ramos’ job duties included picking up and delivering Amazon packages.

23 17. Defendants, jointly and severally, employed Plaintiff Rosa Fear as an hourly-
24 paid non-exempt delivery driver from on or about September 2022 to December 2022, in the
25 state of California, County of Los Angeles at Defendants’ worksite in Santa Clarita,
26 California. Plaintiff Rosa Fear’s job duties included picking up and delivering Amazon
27 packages.

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1 **FIRST CAUSE OF ACTION**

2 **(Violation of California Labor Code §§ 2698, *et seq.*)**

3 **(Against DEFENDANTS by PLAINTIFFS)**

4 18. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
5 through 17, and each and every part thereof with the same force and effect as though fully
6 set forth herein.

7 19. The Private Attorneys General Act of 2004 (“PAGA”) expressly establishes that
8 any provision of the Labor Code which provides for a civil penalty to be assessed and collected
9 by the California Labor and Workforce Development Agency (“LWDA”), or any of its
10 departments, divisions, commissions, boards, agencies, or employees for a violation of the
11 Labor Code, may be recovered through a civil action brought by an aggrieved employee on
12 behalf of himself or herself, and other current or former employees.

13 20. Under PAGA, a plaintiff “who [was] subjected to at least one unlawful practice
14 [has] standing to serve as [a] PAGA representative[] even if [she] did not personally
15 experience each and every alleged violation. (§2699 (c)).” *Adolph v. Uber Technologies, Inc.*,
16 2023 Cal. LEXIS 4099, *21.

17 21. On May 10, 2023, Plaintiffs provided written notice to the LWDA of the specific
18 provisions of the Labor Code they contend were violated, and the theories supporting their
19 contentions. Attached hereto as **Exhibit 1** and **Exhibit 2**, and incorporated by reference is a
20 copy of the May 10, 2023, written notices to the LWDA. Plaintiffs believe that on or about July
21 14, 2023, the sixty-five (65) days notice period expired, and the LWDA did not take any action
22 to investigate or prosecute this matter. Therefore, Plaintiffs exhausted their administrative
23 remedies.

24 22. Plaintiffs and the other hourly-paid or non-exempt employees are “aggrieved
25 employees” as defined by Labor Code section 2699(c) in that they are all current and former
26 hourly-paid or non-exempt employees of Defendants within the State of California at any time
27 during the period from May 10, 2022, to the present, and one or more of the alleged violations
28 was committed against them.

1 **Failure to Pay Minimum and Overtime Wages**

2 23. At all times relevant herein, Defendants were required to compensate their non-
3 exempt employees minimum wages for all hours worked and overtime wages for all hours
4 worked in excess of eight (8) hours in a day or forty (40) hours in a workweek, pursuant to the
5 mandate of Labor Code sections 510, 1194, 1197, and 1198.

6 24. As a policy and practice, Defendants failed to compensate Plaintiffs and the other
7 aggrieved current and former employees for all hours worked, resulting in a failure to pay all
8 minimum wages and overtime wages, where applicable.

9 **Failure to Provide Meal Periods and Rest Breaks**

10 25. In accordance with the mandates of Labor Code sections 226.7 and 512,
11 Defendants were required to authorize and permit their non-exempt employees to take a 10-
12 minute rest break for every four (4) hours worked or major fraction thereof and were further
13 required to provide their non-exempt employees with a 30-minute meal period for every five (5)
14 hours worked.

15 26. As a policy and practice, Defendants failed to provide Plaintiffs and the other
16 aggrieved current and former employees with legally mandated meal periods and rest breaks
17 and failed to pay proper compensation for this failure.

18 **Failure to Timely Pay Wages During Employment**

19 27. At all times relevant herein, Defendants were required to pay their employees
20 within a specified time period pursuant to the mandate of Labor Code section 204.

21 28. As a policy and practice, Defendants failed to pay Plaintiffs and the other
22 aggrieved current and former employees all wages due and owing them within the required time
23 period.

24 **Failure to Timely Pay Wages Upon Termination**

25 29. At all times relevant herein, Defendants were required to pay their employees all
26 wages owed in a timely fashion at the end of employment pursuant to Labor Code sections 201
27 to 204.

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30. As a result of Defendants' Labor Code violations alleged above, Defendants failed to pay Plaintiffs and the other aggrieved former employees their final wages pursuant to Labor Code sections 201 to 204 and accordingly owe waiting time penalties pursuant to Labor Code section 203.

Failure to Provide Complete and Accurate Wage Statements

31. At all times relevant herein, Defendants were required to keep accurate records regarding their California employees pursuant to the mandate of Labor Code sections 226 and 1174.

32. As a result of Defendants' various Labor Code violations, Defendants failed to keep accurate records regarding Plaintiffs and the other aggrieved current and former employees. For example, Defendants failed in their affirmative obligation to keep accurate records regarding Plaintiff and the other aggrieved current and former employees' gross wages earned, total hours worked, all deductions, net wages earned, and all applicable hourly rates and the number of hours worked at each hourly rate.

Failure to Reimburse Business Expenses

33. At all times relevant herein, Defendants were required to reimburse its employees for any and all necessary expenditures or losses incurred by the employees in direct consequences of the discharge or his or her duties pursuant to the mandate of Labor Code sections 2800 and 2802.

34. As a policy and practice, Defendants failed to reimburse Plaintiffs and the other aggrieved current and former employees for all business expenses incurred and owing them within the required time period.

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Penalties

35. Pursuant to Labor Code section 2699, Plaintiffs, individually, and on behalf of the other current and former aggrieved employees, request and are entitled to recover from Defendants, and each of them, civil penalties, interest, attorneys' fees and costs, including but not limited to:

- a. Penalties under Labor Code section 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- b. Penalties under Code of Regulations Title 8 section 11040 in the amount 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;
- c. Penalties under Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the Labor Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- d. Penalties under Labor Code section 1197.1 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred fifty dollars (\$250) for each aggrieved employee per pay period for each subsequent violation;
- e. Any and all additional penalties as provided by the Labor Code and/or other statutes; and
- f. Attorneys' fees and costs pursuant to Labor Code sections 210, 1194, and 2699, and any other applicable statute.

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1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiffs, individually and on behalf of all aggrieved current and
3 former employees of Defendants, pray for relief and judgment against Defendants, jointly and
4 severally, as follows:

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

6 36. That the Court declare, adjudge, and decree that Defendants violated Labor Code
7 sections 2698, *et seq.*, the PAGA, for civil penalties pursuant to Defendants' violations of
8 Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a)-(c), 226.3, 226.7, 246, 510, 512(a),
9 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 1198.5, 2800, and 2802;

10 37. Upon the Cause of Action, for costs and attorneys' fees pursuant to Labor Code
11 sections 210, 1194, and 2699, and any other applicable statute; and

12 38. For such other and further relief as the Court may deem just and proper.

13
14 Dated: October 5, 2023

JUSTICE LAW CORPORATION

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16 By: 

17 Douglas Han
18 Shunt Tatavos-Gharajeh
19 Lawrence W. Beall
20 *Attorneys for Plaintiffs*
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EXHIBIT 1

May 10, 2023

BY U.S. EMAIL/ELECTRONIC SUBMISSION

PAGAfilings@dir.ca.gov
State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

Re: SPS VENTURES INC.

Dear Representative:

We have been retained to represent Rosa Fear against SPS Ventures Inc. (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer and managing agent, DOES 1-10 as an “Employer” or person acting on behalf of an “Employer” pursuant to California Labor Code section 558.1, and DOES 11-20¹ for violations of California wage-and-hour laws (hereinafter collectively referred to as “SPS”).

Ms. Fear is pursuing her California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 (“PAGA”) claim on a representative basis. Therefore, Ms. Fear may seek penalties for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

SPS Ventures Inc. is a California corporation located at 27943 Seco Canyon Road #599, Santa Clarita, California 91350.

SPS employed Ms. Fear as an hourly-paid non-exempt Delivery Driver within one year of the date of this letter (until in or about December of 2022) in the State of California. SPS directly controlled the wages, hours and/or working conditions of Ms. Fear and other aggrieved employees’ employment, including direction, retention, scheduling, supervision, and termination.

The “aggrieved employees” that Ms. Fear may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees (whether hired directly or through a staffing agency) of SPS within the State of California.

SPS failed to properly pay its hourly-paid or non-exempt employees for all hours worked, failed to properly provide or compensate minimum and overtime wages and for meal and rest breaks, failed to issue compliant wage statements and failed to reimburse for all necessary business-related costs and expenses, thus resulting in other Labor Code violations as stated below.

¹ Ms. Fear does not know the true names or capacities, whether individual, partner or corporate, of DOES 1 through 20, inclusive, and for that reason, said DOES are designated under such fictitious names. Ms. Fear will amend this notice when the true names and capacities are known. Ms. Fear is informed and believes that each DOE was responsible in some way for the matters alleged herein and proximately caused Ms. Fear and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

Pursuant to *Huff v. Securitas Security Services*, 23 Cal. App. 5th 745, 751 (2018), an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Ms. Fear has standing to pursue penalties on behalf of the state for violations affecting all the aggrieved employees at SPS, regardless of their classification, job title, location, or whether they were hired directly or through a staffing agency.

SPS 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, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code sections 510, 1194, and 1198 require employers to pay at least minimum wage for all hours worked, 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. During the relevant time period, Ms. Fear and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. SPS failed to compensate Ms. Fear and other aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift, and during meal breaks. SPS also failed to include non-discretionary bonuses and incentives in Ms. Fear and other aggrieved employees' regular rate of pay for purposes of overtime compensation. Therefore, Ms. Fear 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 section 246 requires that employers provide employees with paid sick leave of not less than one hour per every 30 hours worked. California Labor Code section 246(l) also requires that paid sick leave be paid at a non-exempt employee's regular rate of pay for the workweek in which the employee uses paid sick time or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment. During the relevant time period, SPS failed to pay Ms. Fear and other aggrieved employees with paid sick leave that complied with California Labor Code section 246, by, for example, failing to pay paid sick leave at non-exempt employee's regular rate of pay or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

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 workday that a meal or rest break is not provided. During the relevant time period, SPS routinely required Ms. Fear and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with SPS's policies and expectations, and meet production quotas. SPS failed to provide coverage to Ms. Fear and other aggrieved employees so they may be relieved of all work duties and take legally mandated meal and rest breaks. Lastly, SPS also failed to authorize and permit Ms. Fear and other aggrieved employees to take the requisite number of meal and rest breaks, including second meal breaks and third rest breaks, when working shifts exceeding 10 hours in length. Despite these facts, SPS failed to compensate Ms. Fear and other aggrieved employees all the premium wages they were owed, including failing to pay premium wages at aggrieved employees' regular rate of pay.

California Labor Code section 551 states “[e]very person employed in any occupation of labor is entitled to one day’s rest therefrom in seven.” Section 552 further states “[n]o employer of labor shall cause his employees to work more than six days in seven.” SPS required aggrieved employees to work seven days in a row or more without one day’s rest.

California Labor Code section 432.5 states “[n]o employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law.” SPS required aggrieved employees to execute arbitration agreements as a condition of employment despite knowing that such agreements are prohibited under Labor Code section 432.6.

California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 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. California Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. During the relevant time period, SPS failed to pay Ms. Fear and other aggrieved employees all wages, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks, due to them within any time period specified by California Labor Code sections 201 and 203 and therefore is liable under California Labor Code sections 203 and 210.

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, SPS failed to pay Ms. Fear and other aggrieved employees all wages due to them, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks within any time period specified by California Labor Code sections 204 and 210.

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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, SPS did not provide Ms. Fear and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from SPS were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include (1) gross wages earned by Ms. Fear and other aggrieved employees, (2) total hours worked by Ms. Fear and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by Ms. Fear and other aggrieved employees (4) all deductions for Ms. Fear and other aggrieved employees, (5) net wages earned by Ms. Fear and other aggrieved employees, (6) the inclusive dates of the period for which Ms. Fear and other aggrieved employees are paid, (7) the name of the aggrieved 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, (8) the name and address of the legal entity that is the employer and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by Ms. Fear and other aggrieved employees.

California Labor Code section 558 allows recovery of penalties. (a) 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 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 in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee. Ms. Fear and other aggrieved employees have been denied their wages and premium wages and, therefore, are entitled to penalties.

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, SPS failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Ms. Fear and other aggrieved employees.

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, SPS did not provide Ms. Fear and other aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of off-the-clock work, including pre- and post-shift, and during meal breaks.

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 their employment, Ms. Fear and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by SPS, including for using their personal cellular phones for work-related purposes.

We believe that Ms. Fear and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties as allowed under California Labor Code section 2698, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in questions and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by California Labor code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

Ms. Fear will seek these penalties on her own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of SPS within one year of the date of this letter, as allowed by law.

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.

Very truly yours,

JUSTICE LAW CORPORATION

A handwritten signature in black ink, appearing to read "D. Han", written over a horizontal line.

Douglas Han, Esq.

CC: (By Certified U.S. Mail Only):

Brian E. Koegle
Greenspoon Marder LLP
c/o SPS Ventures Inc.
1875 Century Park East, Suite 1900
Los Angeles, CA 90067
Agent for Service of Process for SPS Ventures Inc.

EXHIBIT 2

May 10, 2023

BY U.S. EMAIL/ELECTRONIC SUBMISSION

PAGAfilings@dir.ca.gov
State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

Re: SPS VENTURES INC., AMAZON LOGISTICS, INC., AND AMAZON.COM SERVICES, LLC

Dear Representative:

We have been retained to represent Cesar Ramos against SPS Ventures Inc., Amazon Logistics, Inc., and Amazon.com Services LLC (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer and managing agent, DOES 1-10 as an "Employer" or person acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, and DOES 11-20¹ for violations of California wage-and-hour laws (hereinafter collectively referred to as "AMAZON").

Mr. Ramos is pursuing his California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Mr. Ramos may seek penalties for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

SPS Ventures Inc. is a California corporation located at 27943 Seco Canyon Road #599, Santa Clarita, California 91350. Amazon Logistics, Inc. is a Delaware corporation located at 410 Terry Avenue North, Seattle, Washington 98109. Amazon.com Services LLC is a Delaware limited liability company located at 410 Terry Avenue North, Seattle, Washington 98109.

AMAZON employed Mr. Ramos as an hourly-paid non-exempt Delivery Driver within one year of the date of this letter (until in or about March of 2023) in the State of California. AMAZON directly controlled the wages, hours and/or working conditions of Mr. Ramos and other aggrieved employees' employment, including direction, retention, scheduling, supervision, and termination.

The "aggrieved employees" that Mr. Ramos may seek penalties on behalf of are all persons who performed services for Amazon Logistics, Inc. and/or Amazon.com Services, LLC and were paid by a contracted delivery service provider, such as SPS Ventures Inc., within the State of California.

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¹ Mr. Ramos does not know the true names or capacities, whether individual, partner or corporate, of DOES 1 through 20, inclusive, and for that reason, said DOES are designated under such fictitious names. Mr. Ramos will amend this notice when the true names and capacities are known. Mr. Ramos is informed and believes that each DOE was responsible in some way for the matters alleged herein and proximately caused Mr. Ramos and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

AMAZON failed to properly pay its hourly-paid or non-exempt employees for all hours worked, failed to properly provide or compensate minimum and overtime wages and for meal and rest breaks, failed to issue compliant wage statements and failed to reimburse for all necessary business-related costs and expenses, thus resulting in other Labor Code violations as stated below.

Pursuant to *Huff v. Securitas Security Services*, 23 Cal. App. 5th 745, 751 (2018), an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Mr. Ramos has standing to pursue penalties on behalf of the state for violations affecting all the aggrieved employees at AMAZON, regardless of their classification, job title, location, or whether they were hired directly or through a staffing agency.

AMAZON 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, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code sections 510, 1194, and 1198 require employers to pay at least minimum wage for all hours worked, 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. During the relevant time period, Mr. Ramos and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. AMAZON failed to compensate Mr. Ramos and other aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift, and during meal breaks. AMAZON also failed to include non-discretionary bonuses and incentives in Mr. Ramos and other aggrieved employees' regular rate of pay for purposes of overtime compensation. Therefore, Mr. Ramos 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 section 246 requires that employers provide employees with paid sick leave of not less than one hour per every 30 hours worked. California Labor Code section 246(l) also requires that paid sick leave be paid at a non-exempt employee's regular rate of pay for the workweek in which the employee uses paid sick time or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment. During the relevant time period, AMAZON failed to pay Mr. Ramos and other aggrieved employees with paid sick leave that complied with California Labor Code section 246, by, for example, failing to pay paid sick leave at non-exempt employee's regular rate of pay or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

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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 workday that a meal or rest break is not provided. During the relevant time period, AMAZON routinely required Mr. Ramos and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with AMAZON's policies and expectations, and meet production quotas. AMAZON failed to provide coverage to Mr. Ramos and other aggrieved employees so they may be relieved of all work duties and take legally mandated meal and rest breaks. Lastly, AMAZON also failed to authorize and permit Mr. Ramos and other aggrieved employees to take the requisite number of meal and rest breaks, including second meal breaks and third rest breaks, when working shifts exceeding 10 hours in length. Despite these facts, AMAZON failed to compensate Mr. Ramos and other aggrieved employees all the premium wages they were owed, including failing to pay premium wages at aggrieved employees' regular rate of pay.

California Labor Code section 551 states "[e]very person employed in any occupation of labor is entitled to one day's rest therefrom in seven." Section 552 further states "[n]o employer of labor shall cause his employees to work more than six days in seven." AMAZON required aggrieved employees to work seven days in a row or more without one day's rest.

California Labor Code section 432.5 states "[n]o employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law." AMAZON required aggrieved employees to execute arbitration agreements as a condition of employment despite knowing that such agreements are prohibited under Labor Code section 432.6.

California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 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. California Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. During the relevant time period, AMAZON failed to pay Mr. Ramos and other aggrieved employees all wages, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks, due to them within any time period specified by California Labor Code sections 201 and 203 and therefore is liable under California Labor Code sections 203 and 210.

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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, AMAZON failed to pay Mr. Ramos and other aggrieved employees all wages due to them, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks within any time period specified by California Labor Code sections 204 and 210.

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, AMAZON did not provide Mr. Ramos and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from AMAZON were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include (1) gross wages earned by Mr. Ramos and other aggrieved employees, (2) total hours worked by Mr. Ramos and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by Mr. Ramos and other aggrieved employees (4) all deductions for Mr. Ramos and other aggrieved employees, (5) net wages earned by Mr. Ramos and other aggrieved employees, (6) the inclusive dates of the period for which Mr. Ramos and other aggrieved employees are paid, (7) the name of the aggrieved 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, (8) the name and address of the legal entity that is the employer and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by Mr. Ramos and other aggrieved employees.

California Labor Code section 558 allows recovery of penalties. (a) 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 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 in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee. Mr. Ramos and other aggrieved employees have been denied their wages and premium wages and, therefore, are entitled to penalties.

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, AMAZON failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Mr. Ramos and other aggrieved employees.

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, AMAZON did not provide Mr. Ramos and other aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of off-the-clock work, including pre- and post-shift, and during meal breaks.

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 their employment, Mr. Ramos and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by AMAZON, including for using their personal cellular phones for work-related purposes.

We believe that Mr. Ramos and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties as allowed under California Labor Code section 2698, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in questions and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by California Labor code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

Mr. Ramos will seek these penalties on his own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of AMAZON within one year of the date of this letter, as allowed by law.

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LWDA
May 10, 2023
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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.

Very truly yours,

JUSTICE LAW CORPORATION

A handwritten signature in black ink, appearing to read "D. Han", written over a horizontal line.

Douglas Han, Esq.

CC: (By Certified U.S. Mail Only):

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Agent for Service of Process for SPS Ventures Inc.

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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, California 91103 and my electronic service address is ccastro@justicelawcorp.com.

On October 17, 23, I served the foregoing document described as

COMPLAINT FOR PENALTIES FOR VIOLATION OF LABOR CODE § 2698 *et seq.*
(PRIVATE ATTORNEYS GENERAL ACT OF 2004)

for the following case: **Fear, et al. v. SPS Ventures Inc.**
LWDA/Court Case No.: **LWDA Case No.: LWDA-CM-954093-23**
Court Case No.: 23CV046606
Alameda County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on October 17, 2023, at Pasadena, California.



Christina Castro