

DAVID GLENN SPIVAK (SBN 179684)
david@spivaklaw.com
CAROLINE TAHMASSIAN (SBN 285680)
caroline@spivaklaw.com
THE SPIVAK LAW FIRM
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
Telephone: (213) 725-9094
Facsimile: (213) 634-2485

Attorneys for Plaintiffs,
CHRISTOPHER BACA and ALLEN CARTER, and all others similarly situated
(Additional attorneys for Plaintiff(s) on next page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES
(UNLIMITED JURISDICTION)

CHRISTOPHER BACA and ALLEN CARTER
on behalf of themselves and all others similarly
situated, and the general public, and as “aggrieved
employees” on behalf of other “aggrieved
employees” and the State of California under the
Labor Code Private Attorneys General Act of
2004,

Plaintiffs,

vs.

PLUMBING WHOLESALE OUTLET, INC., a
California corporation; and DOES 1–50,
inclusive,

Defendant(s).

Case No.: 25STCV37425

CLASS ACTION

FIRST AMENDED COMPLAINT FOR:

1. Failure to Pay All Wages Earned for All Hours Worked and Other Compensable Hours at the Correct Rates of Pay (Lab. Code §§ 510, 1194, 1197, and 1198);
2. Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512 and 1198);
3. Failure to Provide Rest Breaks (Lab. Code §§ 226.7 and 1198);
4. Wage Statement Penalties (Lab. Code § 226);
5. Waiting Time Penalties (Lab. Code § 203);
6. Unfair Competition (Bus. & Prof. Code §§ 17200, et seq.; and
7. Civil Penalties (Lab. Code §§ 2898, et seq.).

JURY TRIAL DEMANDED



SPIVAK LAW
EMPLOYEE RIGHTS

Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1875 Century Park East
Fl 7
Los Angeles, CA 90067

ADDITIONAL ATTORNEYS FOR PLAINTIFF(S)

WALTER L. HAINES (SBN 71075)
walter@uelglaw.com
UNITED EMPLOYEES LAW GROUP
8605 Santa Monica Bl.
PMB 63354
West Hollywood, CA 90069
Telephone: (562) 256-1047
Facsimile: (562) 256-1006



SPIVAK LAW
EMPLOYEE RIGHTS

Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1875 Century Park East
Fl 7
Los Angeles, CA 90067

1 Plaintiffs, Christopher Baca (“Baca”) and Allen Carter (“Carter”) (hereafter collectively
2 “Plaintiffs”) on behalf of themselves and all others similarly situated, the general public, and as
3 “aggrieved employees” on behalf of other “aggrieved employees” and the State of California
4 under the Labor Code Private Attorneys General Act of 2004, complain and allege as follows:

5 **I. INTRODUCTION**

6 1. Plaintiffs bring this class and representative action for alleged violations of the
7 California Labor Code, Industrial Welfare Commission Order No. 7-2001 (hereafter “the Wage
8 Order”), and the California Business and Professions Code against Defendants Plumbing
9 Wholesale Outlet, Inc., a California corporation, and Does 1 through 50, inclusive (collectively
10 “Defendants”).

11 2. As set forth in more detail below, Plaintiffs allege that Defendants are liable to
12 them and other similarly situated workers for unpaid wages, statutory penalties, interest, and
13 related relief. These claims are based on Defendants’ failures to:

14 (A) Pay all wages, including minimum, regular, overtime and doubletime
15 wages, earned for all hours worked at the correct rates of pay;

16 (B) Provide all meal periods;

17 (C) Authorize and permit all rest breaks;

18 (D) Pay premium wages for unprovided meal periods;

19 (E) Pay premium wages for unprovided rest breaks;

20 (F) Only deduct wages lawfully;

21 (G) Issue only accurate and complete itemized wage statements; and

22 (H) Timely pay wages upon termination of employment.

23 Accordingly, Plaintiffs now seek to recover unpaid wages, interest, liquidated damages,
24 restitution, statutory and civil penalties, attorneys’ fees, costs, and related relief through this class
25 action.

26 **II. THE PARTIES**

27 3. Plaintiffs are residents of California. At all relevant times, Plaintiffs were
28 “employees” within the meaning of Title 8 California Code of Regulations § 11070 and



SPIVAK LAW
EMPLOYEE RIGHTS

Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1875 Century Park East
Fl 7
Los Angeles, CA 90067

1 “aggrieved employees” within the meaning of Labor Code § 2699 (c).

2 4. Defendant Plumbing Wholesale Outlet, Inc. is a corporation organized and
3 existing under the laws of California and also a citizen of California based on Plaintiffs’
4 information and belief.

5 5. Plaintiffs are ignorant of the true names, capacities, relationships, and extents of
6 participation in the conduct alleged herein of Defendants sued as DOES 1-50, inclusive, but are
7 informed and believe and thereon allege that said Defendants are legally responsible for the
8 wrongful conduct alleged herein and therefore sue these Defendants by such fictitious names.
9 Plaintiffs will amend the Complaint to allege the true names and capacities of the DOE
10 Defendants when ascertained.

11 6. Plaintiffs are informed and believe and thereon allege that, at all relevant times
12 herein, all Defendants were the agents, employees and/or servants, masters or employers of the
13 remaining defendants, and in doing the things hereinafter alleged, were acting or failing to act
14 within the course and scope of such agency, employment, direction and control, and with the
15 approval and ratification of each of the other Defendants.

16 7. At all relevant times, in perpetrating the acts and omissions alleged herein,
17 Defendants, and each of them, acted pursuant to and in furtherance of a policy, practice, or a lack
18 of a practice which resulted in Defendants not compensating Plaintiffs and the other Class
19 Members or otherwise complying with their rights in accordance with applicable California labor
20 laws as alleged herein.

21 8. At all relevant times, in perpetrating the acts and omissions alleged herein,
22 Defendants and each of them acted pursuant to and in furtherance of a policy and/or practice, or
23 lack thereof, which resulted in Defendants not paying Plaintiffs and other members of the below-
24 described class in accordance with applicable laws as alleged herein.

25 **III. CLASS ALLEGATIONS**

26 9. This action has been brought and may be maintained as a class action pursuant to
27 California Code of Civil Procedure section 382 because there is a well-defined community of
28 interest among the persons who comprise the readily ascertainable class defined below and



SPIVAK LAW
EMPLOYEE RIGHTS

Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1875 Century Park East
Fl 7
Los Angeles, CA 90067

1 because Plaintiffs are unaware of any difficulties likely to be encountered in managing this case
2 as a class action.

3 10. **Class Definition:** The Class is defined as follows: All persons Defendants
4 employed in California as hourly, non-exempt employees, individuals performing work
5 comparable to the aforementioned, compensated comparably to the aforementioned, and
6 individuals in similar positions, at any time during the period beginning four years prior to the
7 filing of this action and ending on the date that final judgment is entered in this action (“Class”
8 or “Class Members”).

9 11. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiffs reserve the
10 right to amend or modify the class definition with greater specificity, by further division into
11 subclasses and/or by limitation to particular issues.

12 12. **Numerosity:** The Class Members are so numerous that the individual joinder of
13 each individual Class Member is impractical. While Plaintiffs do not currently know the exact
14 number of Class Members, Plaintiffs are informed and believe that the actual number exceeds the
15 minimum required for numerosity under California laws.

16 13. **Commonality and Predominance:** Common questions of law and fact exist as to
17 all Class Members and predominate over any questions which affect only individual Class
18 Members. These questions include, but are not limited to:

19 A. Whether Defendants failed to pay all wages earned to Class Members for
20 all hours worked at the correct rates of pay, including minimum, regular, overtime, doubletime,
21 meal period premium, and rest period premium wages;

22 B. Whether Defendants unlawfully deducted wages from Class Members;

23 C. Whether Defendants failed to provide the Class Members with all meal
24 periods in compliance with California law;

25 D. Whether Defendants failed to authorize and permit the Class Members to
26 take all rest periods in compliance with California law;

27 E. Whether Defendants knowingly and intentionally failed to provide the
28 class with accurate and complete itemized wage statements;



SPIVAK LAW
EMPLOYEE RIGHTS

Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1875 Century Park East
Fl 7
Los Angeles, CA 90067

1 F. Whether Defendants willfully failed to provide the class with timely final
2 wages;

3 G. Whether Defendants engaged in unfair competition within the meaning of
4 Business and Professions Code sections 17200, et seq., with respect to the Class; and

5 H. Whether Class Members are entitled to restitution of money or property
6 that Defendants may have acquired from them through alleged Labor Code violations.

7 14. **Typicality:** Plaintiffs' claims are typical of the other Class Members' claims.
8 Plaintiffs are informed and believe and thereon allege that Defendants have a policy and/or
9 practice, or lack thereof, which resulted in Defendants failing to comply with the California Labor
10 Code, the Wage Order, and the Business and Professions Code.

11 15. **Adequacy of Class Representative:** Plaintiffs are adequate class representatives
12 in that they have no interests that are adverse to, or otherwise in conflict with, the interests of
13 absent Class Members. Plaintiffs are dedicated to vigorously prosecuting this action on behalf of
14 Class Members. Plaintiffs will fairly and adequately represent and protect the interests of Class
15 Members.

16 16. **Adequacy of Class Counsel:** Plaintiffs' counsel are adequate class counsel in that
17 they have no known conflicts of interest with Plaintiffs or absent Class Members, are experienced
18 in class action litigation, and are dedicated to vigorously prosecuting this action on behalf of
19 Plaintiffs and absent Class Members.

20 17. **Superiority:** A class action is vastly superior to other available means for fair and
21 efficient adjudication of Class Members' claims and would be beneficial to the parties and the
22 Court. Class action treatment will allow a number of similarly situated persons to simultaneously
23 and efficiently prosecute their common claims in a single forum without the unnecessary
24 duplication of effort and expense that numerous individual actions would entail. In addition, the
25 monetary amounts due to many individual Class Members are likely to be relatively small and
26 would thus make it difficult, if not impossible, for individual Class Members to both seek and
27 obtain relief. Moreover, a class action will serve an important public interest by permitting Class
28 Members to effectively pursue the recovery of monies owed to them. Further, a class action will



SPIVAK LAW
EMPLOYEE RIGHTS

Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1875 Century Park East
Fl 7
Los Angeles, CA 90067

1 prevent the potential for inconsistent or contradictory judgments inherent in individual litigation.

2 **IV. STATEMENT OF FACTS**

3 18. The Wage Order applies to “all persons employed in the mercantile industry
4 whether paid on a time, piece rate, commission, or other basis...” Wage Order, § 1. The Wage
5 Order defines “Mercantile Industry” to mean “any industry, business, or establishment operated
6 for the purpose of purchasing, selling, or distributing goods are commodities at wholesale or
7 retail; or for the purpose of renting goods or commodities.” Wage Order, § 2(H). At all relevant
8 times during the applicable limitations period, Defendants, Plaintiffs, and all of the Class
9 Members were covered by the Wage Order because Defendants operated, and Plaintiffs, and all
10 of the Class Members worked for, one or more establishments operated as wholesale supplier that
11 provides plumbing products and services for the installation and repair of commercial and
12 residential plumbing. Accordingly, Plaintiffs and all of the other Class Members are entitled to
13 the protections the Wage Order provides.

14 19. On approximately August 3, 2021, Defendants began to employ Baca in
15 Alhambra, Glendora, Whittier, Brea, Rancho Cucamonga, Pasadena, Burbank, Monrovia in the
16 position of Counter Sales Associate. Defendants continuously employed him in that capacity until
17 on or about May 28, 2025 when his employment ended.

18 20. On approximately August 5, 2021, Defendants began to employ Carter in
19 Alhambra, Glendora, Whittier, Brea, Rancho Cucamonga, Pasadena, Burbank, and Monrovia in
20 the position of Counter Sales Associate and delivery driver. Defendants continuously employed
21 him in that capacity until on or about March 28, 2025 when his employment ended.

22 21. At all relevant times, Defendants issued wages to Plaintiffs and all of the other
23 Class Members on a weekly (52 paychecks/year) basis and paid them by the hour. At all relevant
24 times, Defendants classified Plaintiffs and all of the other Class Members as non-exempt
25 employees entitled to the protections of the Labor Code and the Wage Order.

26 22. At all relevant times, Defendants failed to compensate Plaintiffs and all of the other
27 Class Members for all hours worked at the applicable minimum or regular rates of pay.
28 Defendants required Plaintiffs and the Class Members to perform work duties at the beginning of



SPIVAK LAW
EMPLOYEE RIGHTS

Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1875 Century Park East
Fl 7
Los Angeles, CA 90067

1 the workday before clocking in for purposes of payroll and to work during unpaid meal periods,
2 including while making deliveries.

3 23. At all relevant times, Defendants failed to compensate Plaintiffs and all of the other
4 Class Members at the correct rates of pay for all hours worked over eight in a day, over 40 in a
5 week, and for the first eight hours of the seventh day of the workweek. Defendants required
6 Plaintiffs and the Class Members to perform work duties at the beginning of the workday before
7 clocking in for purposes of payroll and to work during unpaid meal periods, including while
8 making deliveries.

9 24. At all relevant times, Defendants failed to compensate Plaintiffs and all of the other
10 Class Members at the correct rates of pay for all hours worked over 12 in a day, and all over the
11 first eight of the seventh day of the workweek. Defendants required Plaintiffs and the Class
12 Members to perform work duties at the beginning of the workday before clocking in for purposes
13 of payroll and to work during unpaid meal periods, including while making deliveries.

14 25. At all relevant times, Defendants failed to provide Plaintiffs and all of the other
15 Class Members with all timely 30-minute, off-duty meal periods. Defendants required Plaintiffs
16 and the Class Members to work during unpaid meal periods, including while making deliveries.
17 Defendants also failed to pay premium wages for days on which they failed to provide Plaintiffs
18 and all of the other Class Members with meal periods as required by law.

19 26. At all relevant times, Defendants failed to authorize and permit Plaintiffs and all
20 of the other Class Members to take ten-minute, off-duty, paid rest breaks every four hours worked
21 or major portion thereof. Defendants required Plaintiffs and the Class Members to work during
22 rest breaks, including while making deliveries. Defendants also failed to pay premium wages for
23 days on which they failed to authorize and permit Plaintiffs and all of the other Class Members
24 to take rest breaks as required by law.

25 27. At all relevant times, Defendants unlawfully deducted wages belonging to
26 Plaintiffs and all of the other Class Members. Defendants arbitrarily deducted the recorded work
27 time of Plaintiffs and the Class Members.

28 28. At all relevant times, Defendants failed to issue to Plaintiffs and all of the other



SPIVAK LAW
EMPLOYEE RIGHTS

Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1875 Century Park East
Fl 7
Los Angeles, CA 90067

1 Class Members complete and accurate wage statements that state all hours worked at the correct
2 rates of pay, and all wages earned. Defendants knowingly and intentionally failed to state on the
3 wage statements they issued to Plaintiffs and all of the other Class Members the unpaid wages
4 discussed above. The wage statements fail to state all minimum wages earned, all regular wages
5 earned, all overtime wages earned, all doubletime wages earned, all meal period premium wages
6 earned, all rest break premium wages earned, and related information.

7 29. At all relevant times, Defendants also failed to timely pay Plaintiffs and all of the
8 other Class Members all earned wages as described above during and at the conclusion of
9 employment.

10 30. At all relevant times, Defendants failed to maintain accurate employee records of
11 Plaintiffs and all of the other Class Members.

12 31. For the reasons stated herein, Plaintiffs allege that as a result of Defendants'
13 unlawful practices and policies, Plaintiffs and the Class Members were:

- 14 A. Not provided with all off duty meal periods;
15 B. Not authorized and permitted to take all rest break periods;
16 C. Not paid one hour's pay for each workday in which Defendants failed to
17 authorize and permit them to take one or more timely rest periods;
18 D. Not paid one hour's pay for each workday in which Defendants failed to
19 provide them with one or more timely meal periods;
20 E. Not paid all wages earned, including, but not limited to, minimum, regular,
21 overtime, and doubletime wages for work performed while clocked out;
22 F. Not provided with accurate and complete wage statements; and
23 G. Not timely paid all earned and unpaid wages at the time their employment
24 ended.

25 ///

26 ///

27 ///

28 ///



SPIVAK LAW
EMPLOYEE RIGHTS

Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1875 Century Park East
Fl 7
Los Angeles, CA 90067

1 **FIRST CAUSE OF ACTION**

2 **FAILURE TO PAY, DEDUCTING, OR WITHHOLDING ALL WAGES AT THE**
3 **CORRECT RATES**

4 **Lab. Code §§ 221, 510, 1194, 1197, and 1198**

5 **(By Plaintiffs, on behalf of themselves and the Class, against all Defendants)**

6 32. Plaintiffs incorporate all paragraphs of this Complaint as if fully alleged herein.

7 33. At all relevant times, Plaintiffs and the Class Members have been non-exempt
8 employees entitled to the protections of both the Labor Code and the Wage Order.

9 **A. FAILURE TO PAY ALL WAGES EARNED FOR ALL HOURS WORKED AT**
10 **THE CORRECT RATES OF PAY.**

11 34. Section 2 of the Wage Order defines “hours worked” as “the time during which an
12 employee is subject to the control of an employer, and includes all the time the employee is
13 suffered or permitted to work, whether or not required to do so.”

14 35. Section 3 of the Wage Order states:

15
16 The following overtime provisions are applicable to employees 18 years of age or
17 over and to employees 16 or 17 years of age who are not required by law to attend
18 school and are not otherwise prohibited by law from engaging in the subject work.
19 Such employees shall not be employed more than eight (8) hours in any workday
20 or more than 40 in a workweek unless the employee receives one and one half
21 (1½) times such employee’s regular rate of pay for all hours worked over 40 hours
22 in the workweek. Eight (8) hours of labor constitutes a day’s work. Employment
23 beyond eight (8) hours in any workday or more than six (6) days in any workweek
24 is permissible provided the employee is compensated for such overtime at not less
25 than:

- 26 (a) One and one-half (1½) times the employee’s regular rate of pay for all
27 hours worked in excess of eight (8) hours up to and including twelve (12)
28 hours in any workday, and for the first eight (8) hours worked on the
seventh (7th) consecutive day of work in a workweek;
- (b) Double the employee’s regular rate of pay for all hours worked in excess
of 12 hours in any workday and for all hours worked in excess of eight (8)
hours on the seventh (7th) consecutive day of work in a workweek. The
overtime rate of compensation required to be paid to a nonexempt full-
time salaried employee shall be computed by using the employee’s regular
hourly salary as one fortieth (1/40) of the employee’s weekly salary.



SPIVAK LAW
EMPLOYEE RIGHTS

Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1875 Century Park East
Fl 7
Los Angeles, CA 90067

1
2 36. Section 4 of the Wage Order requires an employer to pay non-exempt employees
3 at least the minimum wage set forth therein for all hours worked, which consists of all hours that
4 an employer has actual or constructive knowledge that employees are working.

5 37. Labor Code section 510 states:

6
7 Eight hours of labor constitutes a day's work. Any work in excess of eight hours
8 in one workday and any work in excess of 40 hours in any one workweek and the
9 first eight hours worked on the seventh day of work in any one workweek shall be
10 compensated at the rate of no less than one and one-half times the regular rate of
11 pay for an employee. Any work in excess of 12 hours in one day shall be
12 compensated at the rate of no less than twice the regular rate of pay for an
13 employee. In addition, any work in excess of eight hours on any seventh day of a
14 workweek shall be compensated at the rate of no less than twice the regular rate of
15 pay of an employee. Nothing in this section requires an employer to combine more
16 than one rate of overtime compensation in order to calculate the amount to be paid
17 to an employee for any hour of overtime work.

18
19 38. Labor Code section 1194 invalidates any agreement between an employer and an
20 employee to work for less than the minimum wage required under the applicable Wage Order.

21 39. Labor Code section 1197 makes it unlawful for an employer to pay an employee
22 less than the minimum wage required under the applicable Wage Order for all hours worked
23 during a payroll period.

24 40. Labor Code section 1198 makes it unlawful for an employer to employ an
25 employee under conditions that violate the Wage Order.

26 41. In conjunction, these provisions of the Labor Code require employers to pay non-
27 exempt employees no less than their agreed-upon or statutorily mandated wage rates for all hours
28 worked, including unrecorded hours when the employer knew or reasonably should have known
that employees were working during those hours. (See *Morillion v. Royal Packing Co.* (2000) 22
Cal.4th 575, 585.)

 42. As discussed above, at all relevant times during the applicable limitations period,
Defendants failed to compensate Plaintiffs and the Class Members for all hours worked,



SPIVAK LAW
EMPLOYEE RIGHTS

Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1875 Century Park East
Fl 7
Los Angeles, CA 90067

1 including, but not limited to minimum, regular, overtime and doubletime wages for all minimum,
2 regular, overtime and doubletime hours, respectively, that they worked at the correct rates of pay.

3 43. Plaintiffs are informed and believe and thereon allege that, at all relevant times,
4 Defendants maintained a policy and/or practice, or lack thereof, which resulted in Defendants'
5 failure to compensate Plaintiffs and the other Class Members for all hours worked at the correct
6 rates of pay as required by California law.

7 44. As a result of Defendants' unlawful conduct, Plaintiffs and the other Class
8 Members have suffered damages in an amount, subject to proof, to the extent they were not paid
9 the full amount of wages earned during each pay period during the applicable limitations period.

10 45. Pursuant to Labor Code section 1194, Plaintiffs, on behalf of themselves and
11 Class Members, seeks to recover unpaid wages, liquidated damages in amounts equal to the
12 amounts of unpaid wages, interest thereon, and awards of reasonable costs and attorneys' fees,
13 all in amounts subject to proof.

14 **B. UNLAWFUL WAGE DEDUCTIONS**

15 46. Under Labor Code § 221, "It shall be unlawful for any employer to collect or
16 receive from an employee any part of wages theretofore paid by said employer to said employee."
17 Defendants deducted wages from the wages earned by Plaintiffs and all of the other Class
18 Members for hours spent working or in on-duty meal periods in violation of Labor Code § 221.

19 47. Plaintiffs are informed and believe and thereon allege that, at all relevant times,
20 Defendants maintained a policy and/or practice, or lack thereof, which resulted in Defendants'
21 deduction of wages belonging to Plaintiffs and the other Class Members in violation of California
22 law.

23 **SECOND CAUSE OF ACTION**

24 **FAILURE TO PROVIDE MEAL PERIODS**

25 **Lab. Code §§ 226.7 and 512**

26 **(By Plaintiffs, on behalf of themselves and the Class, against all Defendants)**

27 48. Plaintiffs incorporate all paragraphs of this complaint as if fully alleged herein.

28 49. At all relevant times during the applicable limitations period, Plaintiffs and the



SPIVAK LAW
EMPLOYEE RIGHTS

Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1875 Century Park East
Fl 7
Los Angeles, CA 90067

1 Class Members have been employees of Defendants and entitled to the benefits and protections
2 of California Labor Code §§ 226.7, 512 and 1198, and the Wage Order.

3 50. In relevant part, California Labor Code § 1198 states:

4
5 The maximum hours of work and the standard conditions of labor fixed by the
6 commission shall be the maximum hours of work and the standard conditions of
7 labor for employees. The employment of any employee for longer hours than those
8 fixed by the order or under conditions of labor prohibited by the order is unlawful.

9
10 51. In relevant part, In relevant part, California Labor Code § 512 states:

11 An employer shall not employ an employee for a work period of
12 more than five hours per day without providing the employee with
13 a meal period of not less than 30 minutes, except that if the total
14 work period per day of the employee is no more than six hours, the
15 meal period may be waived by mutual consent of both the
16 employer and employee.

17 An employer shall not employ an employee for a work period of
18 more than 10 hours per day without providing the employee with
19 a second meal period of not less than 30 minutes, except that if the
20 total hours worked is no more than 12 hours, the second meal
21 period may be waived by mutual consent of the employer and the
22 employee only if the first meal period was not waived.

23 52. In relevant part, Section 11 of the Wage Order states:

24 Meal Periods:

25 (A) No employer shall employ any person for a work period of more
26 than five (5) hours without a meal period of not less than 30
27 minutes, except that when a work period of not more than six (6)
28 hours will complete the day's work the meal period may be waived
by mutual consent of the employer and the employee.

(B) An employer may not employ an employee for a work period of
more than ten (10) hours per day without providing the employee
with a second meal period of not less than 30 minutes, except that
if the total hours worked is no more than 12 hours, the second meal
period may be waived by mutual consent of the employer and the
employee only if the first meal period was not waived.



SPIVAK LAW
EMPLOYEE RIGHTS

Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1875 Century Park East
Fl 7
Los Angeles, CA 90067

- 1 (C) Unless the employee is relieved of all duty during a 30 minute meal
2 period, the meal period shall be considered an "on duty" meal
3 period and counted as time worked. An "on duty" meal period shall
4 be permitted only when the nature of the work prevents an
5 employee from being relieved of all duty and when by written
6 agreement between the parties an on-the-job paid meal period is
7 agreed to. The written agreement shall state that the employee
8 may, in writing, revoke the agreement at any time.
9
10 (D) If an employer fails to provide an employee a meal period in
11 accordance with the applicable provisions of this Order, the
12 employer shall pay the employee one (1) hour of pay at the
13 employee's regular rate of compensation for each workday that the
14 meal period is not provided.
15
16 (E) In all places of employment where employees are required to eat
17 on the premises, a suitable place for that purpose shall be
18 designated.

19 53. In relevant part, California Labor Code § 226.7 states:

- 20 (b) An employer shall not require an employee to work during
21 a meal or rest period mandated pursuant to an applicable
22 statute, or applicable regulation, standard, or order of the
23 Industrial Welfare Commission, the Occupational Safety
24 and Health Standards Board, or the Division of
25 Occupational Safety and Health.
26
27 (c) If an employer fails to provide an employee a meal period
28 or rest period in accordance with a state law, including, but
not limited to, an applicable statute or applicable
regulation, standard, or order of the Industrial Welfare
Commission, the Occupational Safety and Health
Standards Board, or the Division of Occupational Safety
and Health, the employer shall pay the employee one
additional hour of pay at the employee's regular rate of
compensation for each work day that the meal or rest
period is not provided.

54. Pursuant to California Labor Code § 512 and the Wage Order, Plaintiffs and the
Class Members were entitled to uninterrupted meal periods of at least 30 minutes for each day
they worked five or more hours. Pursuant to California Labor Code § 512, they were also entitled



SPIVAK LAW
EMPLOYEE RIGHTS

Mail:

8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:

1875 Century Park East
Fl 7
Los Angeles, CA 90067

1 to a second 30-minute meal period when they worked more than 10 hours in a workday.

2 55. Defendants intentionally failed to provide Plaintiffs and the Class Members with
3 all required 30-minute duty free meal periods in accordance with the Wage Order. Defendants
4 required Plaintiffs and the Class Members to work during unpaid meal periods, including while
5 making deliveries.

6 56. At all relevant times, Defendants failed to provide Plaintiffs and the Class
7 Members with all timely rest and meal periods. Defendants denied Plaintiffs and the other Class
8 Members their 30-minute off-duty meal period within the first five hours of work. Furthermore,
9 Defendants failed to pay premium wages for days on which they failed to provide Plaintiffs and
10 the other Class Members with timely meal periods.

11 57. Plaintiffs are informed and believe and thereon allege that, at all relevant times
12 within the applicable limitations period, Defendants had a policy, practice, or a lack of a policy
13 which resulted in Defendants not providing Plaintiffs and the Class Members with all off-duty
14 meal periods required by California law.

15 58. As a result of Defendants' unlawful conduct, Plaintiffs and the Class Members
16 have suffered damages in amounts subject to proof to the extent they were not paid additional
17 wages owed for all meal periods not provided to them.

18 59. By reason of the above, Plaintiffs and the Class Members are entitled to premium
19 wages for workdays in which one or more meal periods were not provided to them pursuant to
20 California Labor Code § 226.7.

21 **THIRD CAUSE OF ACTION**

22 **FAILURE TO AUTHORIZE AND PERMIT REST BREAKS**

23 **Lab. Code § 226.7**

24 **(By Plaintiffs, on behalf of themselves and the Class, against all Defendants)**

25 60. Plaintiffs incorporate all paragraphs of this complaint as if fully alleged herein.

26 61. At all relevant times during the applicable limitations period, Plaintiffs and the
27 Class Members have been employees of Defendants and entitled to the benefits and protections
28 of California Labor Code §§ 226.7 and 1198, and the Wage Order.



SPIVAK LAW
EMPLOYEE RIGHTS

Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1875 Century Park East
Fl 7
Los Angeles, CA 90067

1 62. In relevant part, California Labor Code § 1198 states:

2
3 The maximum hours of work and the standard conditions of labor
4 fixed by the commission shall be the maximum hours of work and
5 the standard conditions of labor for employees. The employment
6 of any employee for longer hours than those fixed by the order or
7 under conditions of labor prohibited by the order is unlawful.

8
9 63. In relevant part, Section 12 of the Wage Order states:

10 Rest Periods:

11 (A) Every employer shall authorize and permit all employees to take
12 rest periods, which insofar as practicable shall be in the middle of
13 each work period. The authorized rest period time shall be based
14 on the total hours worked daily at the rate of ten (10) minutes net
15 rest time per four (4) hours or major fraction thereof. However, a
16 rest period need not be authorized for employees whose total daily
17 work time is less than three and one-half (3 ½) hours. Authorized
18 rest period time shall be counted as hours worked for which there
19 shall be no deduction from wages.

20 (B) If an employer fails to provide an employee a rest period in
21 accordance with the applicable provisions of this order, the
22 employer shall pay the employee one (1) hour of pay at the
23 employee's regular rate of compensation for each workday
24 that the rest period is not provided.

25 64. In relevant part, California Labor Code § 226.7 states:

26 (b) An employer shall not require an employee to work during
27 a meal or rest period mandated pursuant to an applicable
28 statute, or applicable regulation, standard, or order of the
 Industrial Welfare Commission, the Occupational Safety
 and Health Standards Board, or the Division of
 Occupational Safety and Health.

 (c) If an employer fails to provide an employee a meal period
 or rest period in accordance with a state law, including, but
 not limited to, an applicable statute or applicable
 regulation, standard, or order of the Industrial Welfare



SPIVAK LAW
EMPLOYEE RIGHTS

Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1875 Century Park East
Fl 7
Los Angeles, CA 90067

Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

65. Pursuant to the Wage Order, Plaintiffs and the Class Members were entitled to be authorized and permitted to take net rest breaks of at least ten minutes for each four-hour period of work, or major fraction thereof.

66. Defendants intentionally failed to authorize and permit Plaintiffs and the Class Members to take all 10-minute rest periods free from any work duties in accordance with the Wage Order. Defendants required Plaintiffs and the Class Members to work during rest breaks, including while making deliveries.

67. At all relevant times, Defendants failed to authorize and permit Plaintiffs and the Class Members to take all timely rest periods. Furthermore, Defendants failed to pay premium wages to Plaintiffs and the Class Members for days on which they failed to authorize and permit Plaintiffs and the other Class Members to take timely rest periods.

68. At all relevant times, Defendants failed to authorize and permit Plaintiffs and the Class Members to take ten-minute, paid, duty-free rest breaks every four hours worked or major fraction thereof. Defendants did not seek an exemption from the rest period protections of the Wage Order from the California Division of Labor Standards Enforcement. Moreover, Defendants failed to pay Plaintiffs and the Class Members premium wages on workdays they failed to authorize and permit them to take 10-minute rest periods every four hours worked or major fraction thereof.

69. Plaintiffs are informed and believe and thereon allege that, at all relevant times within the applicable limitations period, Defendants had a policy, practice, or a lack of a policy which resulted in Defendants not authorizing and permitting Plaintiffs and the Class Members to take all rest breaks required by California law.

70. Defendants failed to provide Plaintiffs with all required rest breaks in accordance



SPIVAK LAW
EMPLOYEE RIGHTS

Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1875 Century Park East
Fl 7
Los Angeles, CA 90067

1 with the Wage Order. Plaintiffs are informed and believe and thereon allege that, at relevant times
2 within the applicable limitations period, Defendants had a policy, practice, or a lack of a policy
3 which resulted in Defendants not providing the Class Members with all rest breaks required by
4 California law.

5 71. Defendants failed to pay Plaintiffs the additional wages required by California
6 Labor Code § 226.7 for all rest breaks not provided to him. Plaintiffs are informed and believe
7 and thereon allege that, at relevant times within the applicable limitations period, Defendants have
8 maintained a policy, practice, or a lack of a policy which resulted in Defendants not providing the
9 Class Members with additional wages for all rest breaks not provided to them as required by
10 California Labor Code § 226.7.

11 72. As a result of Defendants' unlawful conduct, Plaintiffs and the Class Members
12 have suffered damages in amounts subject to proof to the extent they were not paid additional
13 wages owed for all rest breaks not provided to them.

14 73. By reason of the above, Plaintiffs and the Class Members are entitled to premium
15 wages for workdays in which one or more rest breaks were not provided to them pursuant to
16 California Labor Code § 226.7.

17 **FOURTH CAUSE OF ACTION**

18 **FAILURE TO ISSUE ACCURATE AND COMPLETE WAGE STATEMENTS**

19 **Lab. Code § 226**

20 **(By Plaintiffs, on behalf of themselves and the Class, against all Defendants)**

21 74. Plaintiffs incorporate all paragraphs of this Complaint as if fully alleged herein.

22 75. Pursuant to California Labor Code § 226(a), Plaintiffs and the Class Members
23 were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate
24 itemized statement showing:

25 A. Gross wages earned;

26 B. Total hours worked by the employee, except for any employee whose
27 compensation is solely based on a salary and who is exempt from payment of overtime under
28 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission;



SPIVAK LAW
EMPLOYEE RIGHTS

Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1875 Century Park East
Fl 7
Los Angeles, CA 90067

1 C. The number of piece rate units earned and any applicable piece rate if the
2 employee is paid on a piece-rate basis;

3 D. All deductions, provided that all deductions made on written orders of the
4 Employee may be aggregated and shown as one item;

5 E. Net wages earned;

6 F. The inclusive dates of the period for which the employee is paid;

7 G. The name of the employee and his or her social security number, except
8 that by January 1, 2008, only the last four digits of his or her social security number or an
9 employee identification number other than a social security number may be shown on the itemized
10 statement;

11 H. The name and address of the legal entity that is the employer; and

12 I. All applicable hourly rates in effect during the pay period and the
13 corresponding number of hours worked at each hourly rate by the employee.

14 76. Pursuant to California Labor Code § 226, an employee is deemed to suffer injury
15 if the employer fails to provide a wage statement. Also, an employee is deemed to suffer injury if
16 the employer fails to provide accurate and complete information as required by California Labor
17 Code § 226(a) and the employee cannot “promptly and easily determine” from the wage statement
18 alone one or more of the following:

19 A. The amount of the gross wages or net wages paid to the employee during
20 the pay period or any of the other information required to be provided on the itemized wage
21 statement pursuant to California Labor Code § 226(a);

22 B. Which deductions the employer made from gross wages to determine the
23 net wages paid to the employee during the pay period;

24 C. The name and address of the employer and, if the employer is a farm labor
25 contractor, as defined in subdivision (b) of Section 1682 of the California Labor Code, the name
26 and address of the legal entity that secured the services of the employer during the pay period;

27 D. The name of the employee and only the last four digits of his or her social
28 security number or an employee identification number other than a social security number; and



SPIVAK LAW
EMPLOYEE RIGHTS

Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1875 Century Park East
Fl 7
Los Angeles, CA 90067

1 E. The number of piece-rate units earned and the piece rate.

2 77. “Promptly and easily determine,” as stated in California Labor Code § 226(e),
3 means a reasonable person would be able to readily ascertain the information without reference
4 to other documents or information.

5 78. As alleged herein, at all relevant times during the applicable limitations period,
6 Defendants violated California Labor Code section 226 because they did not properly and
7 accurately itemize each employee’s gross wages earned, net wages earned, the total hours worked,
8 the corresponding number of hours worked at each rate by the employee and other requirements
9 of California Labor Code section 226. Defendants failed to state in the wage statements they
10 issued to Plaintiffs and the other Class Members all their hours worked and wages earned,
11 including, but not limited to, regular and overtime wages for work they performed off-the-clock
12 after clocking-out (as described above). Defendants knowingly and intentionally did not issue
13 either as a detachable part of the check, draft, or voucher paying the employee’s wages, or
14 separately if wages are paid by personal check or cash, statements to Plaintiffs and the Class
15 Members that state all minimum wages earned, all regular wages earned, all overtime wages
16 earned, all doubletime wages earned, all meal period premium wages earned, all rest break
17 premium wages earned, and other required information.

18 79. Defendants’ failure to provide Plaintiffs and the other Class Members with
19 accurate wage statements was knowing and intentional. Defendants had the ability to provide
20 Plaintiffs and the other Class Members with accurate wage statements but intentionally provided
21 wage statements that Defendants knew were not accurate.

22 80. As a result of being provided with inaccurate wage statements by Defendants,
23 Plaintiffs and the other Class Members have suffered injury. Their legal rights to receive accurate
24 wage statements were violated and they were misled about the amount of wages they had actually
25 earned and were owed. In addition, the absence of accurate information on their wage statements
26 prevented immediate challenges to Defendants’ unlawful pay practices, has required discovery
27 and mathematical computations to determine the amounts of wages owed, has caused difficulty
28 and expense in attempting to reconstruct time and pay records and/or has led to the submission of



SPIVAK LAW
EMPLOYEE RIGHTS

Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1875 Century Park East
Fl 7
Los Angeles, CA 90067

1 inaccurate information about wages to state and federal government agencies. Further, Plaintiffs
2 and the other Class Members were not able to ascertain from the wage statements whether
3 Defendants complied with their obligations under California Labor Code section 226(a).

4 **FIFTH CAUSE OF ACTION**

5 **WILLFUL FAILURE TO TIMELY PAY FINAL WAGES**

6 **(Lab. Code §§ 201, 202, and 203)**

7 **(By Plaintiffs, on behalf of themselves and the Class, against all Defendants)**

8 81. Plaintiffs incorporate all paragraphs of this Complaint as if fully alleged herein.

9 82. At all relevant times during the applicable limitations period, Plaintiffs and the
10 Class have been non-exempt employees of Defendants and entitled to the benefits and protections
11 of California Labor Code §§ 201, 202, and 203, and the Wage Order.

12 83. Labor Code § 201 provides that all earned and unpaid wages of an employee who
13 is discharged are due and payable immediately at the time of discharge.

14 84. Labor Code § 202 provides that all earned and unpaid wages of an employee who
15 quits after providing at least 72-hours notice before quitting are due and payable at the time of
16 quitting and that all earned and unpaid wages of an employee who quits without providing at least
17 72-hours notice before quitting are due and payable within 72 hours.

18 85. Defendants failed to pay Plaintiffs and all of the other Class Members whose
19 employment ended all of the earned but unpaid wages described above by the conclusion of their
20 employment, including minimum wages, regular wages, overtime wages, doubletime wages,
21 unprovided meal period premium wages, unprovided rest break premium wages, and other
22 compensation.

23 86. By failing to pay such earned wages to Plaintiffs and the Class Members,
24 Defendants failed to timely pay them all earned and unpaid wages in violation of Labor Code
25 § 201 or § 202.

26 87. Plaintiffs are informed and believe that Defendants' failures to timely pay
27 Plaintiffs and the Class Members all of their earned and unpaid wages (described above) have
28 been willful in that, at all relevant times, Defendants have deliberately maintained policies and



SPIVAK LAW
EMPLOYEE RIGHTS

Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1875 Century Park East
Fl 7
Los Angeles, CA 90067

practices that violate the requirements of the Labor Code and the Wage Order, even though at all relevant times, they have had the ability to comply with those legal requirements.

88. Pursuant to Labor Code § 203, Plaintiffs seek waiting time penalties on behalf of themselves and the Class, in amounts subject to proof not to exceed 30 days of waiting time penalties for each Class Member.

SIXTH CAUSE OF ACTION

UNFAIR COMPETITION

(Bus. & Prof. Code §§ 17200, *et seq.*)

(By Plaintiffs, on behalf of themselves and the Class, against all Defendants)

89. Plaintiffs incorporate all paragraphs of this Complaint as if fully alleged herein.

90. At all relevant times during the applicable limitations period, Plaintiffs and the Class Members have been employees of Defendants and entitled to the benefits and protections of the Business and Professions Code §§ 17200, *et seq.*

91. The unlawful conduct of Defendants alleged herein amount to and constitutes unfair competition within the meaning of California Business & Professions Code §§ 17200, *et seq.* Due to their unfair and unlawful business practices alleged herein, Defendants have unfairly gained a competitive advantage over other comparable companies doing business in California that comply with their legal obligations to compensate employees for all earned wages.

92. As a result of Defendants' unfair competition as alleged herein, Plaintiffs and the Class Members have suffered injuries in fact and lost money or property. Plaintiffs and the Class Members were deprived of minimum wages, regular wages, overtime wages, doubletime wages, missed meal period premium wages, missed rest period premium wages, and comparable money and property.

93. Pursuant to California Business & Professions Code § 17203, Plaintiffs and the Class Members are entitled to restitution of all monies rightfully belonging to them that Defendants did not pay them or otherwise retained by means of their unlawful and unfair business practices.

94. Plaintiffs and the Class Members are entitled to reasonable attorneys' fees in



SPIVAK LAW
EMPLOYEE RIGHTS

Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1875 Century Park East
Fl 7
Los Angeles, CA 90067

1 connection with their unfair competition claims pursuant to California Code of Civil Procedure §
2 1021.5, the substantial benefit doctrine and/or the common fund doctrine.

3 **SEVENTH CAUSE OF ACTION**

4 **CIVIL PENALTIES**

5 **Lab. Code §§ 2698, *et seq.***

6 **(By Plaintiffs, on behalf of themselves, the Aggrieved Employees, and the State of**
7 **California, against all Defendants)**

8 95. Plaintiffs incorporate all paragraphs of this Complaint as if fully alleged herein.

9 96. The “Aggrieved Employees” are all members of the Class defined above who
10 Defendants employed during the period beginning December 18, 2024, and ending on the date
11 that final judgment is entered in this action.

12 97. Labor Code § 204 states

13 (a) All wages, other than those mentioned in Section 201, 201.3, 202, 204.1,
14 or 204.2, earned by any person in any employment are due and payable twice
15 during each calendar month, on days designated in advance by the employer as the
16 regular paydays. Labor performed between the 1st and 15th days, inclusive, of any
17 calendar month shall be paid for between the 16th and the 26th day of the month
18 during which the labor was performed, and labor performed between the 16th and
19 the last day, inclusive, of any calendar month, shall be paid for between the 1st
20 and 10th day of the following month. ...

21 (b) (1) Notwithstanding any other provision of this section, all wages
22 earned for labor in excess of the normal work period shall be paid no later than the
23 payday for the next regular payroll period.

24 (2) An employer is in compliance with the requirements of subdivision (a) of
25 Section 226 relating to total hours worked by the employee, if hours worked in
26 excess of the normal work period during the current pay period are itemized as
27 corrections on the paystub for the next regular pay period. Any corrections set out
28 in a subsequently issued paystub shall state the inclusive dates of the pay period
for which the employer is correcting its initial report of hours worked.

(c) However, when employees are covered by a collective bargaining
agreement that provides different pay arrangements, those arrangements shall
apply to the covered employees.

(d) The requirements of this section shall be deemed satisfied by the payment
of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not
more than seven calendar days following the close of the payroll period.



SPIVAK LAW
EMPLOYEE RIGHTS

Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1875 Century Park East
Fl 7
Los Angeles, CA 90067

1 98. Defendants paid wages to employees on regular intervals. Defendants, however,
2 failed to pay Plaintiffs on such intervals for all wages earned and all hours worked. On information
3 and belief, Plaintiffs allege that Defendants also failed to pay the Aggrieved Employees on such
4 intervals for all wages earned and all hours worked.

5 99. During the applicable time period, Defendants violated California Labor Code §§
6 201, 202, 203, 204, 221, 226, 226.7, 510, 512, 1174, 1194, 1197, and 1198.

7 100. California Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on
8 behalf of themselves and other current or former employees, to bring a civil action to recover civil
9 penalties pursuant to the procedures specified in California Labor Code § 2699.3.

10 101. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiffs, the State, and the
11 Aggrieved Employees, are entitled to recover civil penalties for each of Defendants' violations of
12 California Labor Code §§ 201, 202, 203, 204, 221, 226, 226.7, 510, 512, 1174, 1194, 1197, and
13 1198 during the applicable limitations period in the following amounts:

14 a. For violations of California Labor Code § 204, one hundred dollars
15 (\$100.00) for each Aggrieved Employee for each initial violation and two hundred dollars
16 (\$200.00) for each Aggrieved Employee for each subsequent, willful or intentional violation
17 (penalty amounts established by California Labor Code § 210).

18 b. For violations of California Labor Code § 221, one hundred dollars
19 (\$100.00) for each Aggrieved Employee for each initial violation and two hundred dollars
20 (\$200.00) for each Aggrieved Employee for each subsequent, or any willful or intentional
21 violation, plus 25% of the amount unlawfully withheld from each Aggrieved Employee (penalty
22 amounts established by California Labor Code § 225.5).

23 c. For violations of California Labor Code § 226(a), two hundred fifty dollars
24 (\$250.00) for each Aggrieved Employee for initial violation and one thousand dollars (\$1,000.00)
25 for each Aggrieved Employee for each subsequent violation (penalty amounts established by
26 California Labor Code § 226.3). Alternatively, one hundred dollars (\$100) for each aggrieved
27 employee per pay period; Alternatively, twenty-five dollars (\$25) for each aggrieved employee
28 per pay period if the employee could promptly and easily determine from the wage statement



SPIVAK LAW
EMPLOYEE RIGHTS

Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1875 Century Park East
Fl 7
Los Angeles, CA 90067

1 alone the accurate information specified by subdivision (a) of Section 226; and Alternatively, fifty
2 dollars (\$50) for each aggrieved employee per pay period if the alleged violation resulted from
3 an isolated, nonrecurring event that did not extend beyond the lesser of 30 consecutive days or
4 four consecutive pay periods.

5 d. For violations of California Labor Code §§ 510 and 512, fifty dollars
6 (\$50.00) for each Aggrieved Employee for initial violation and one hundred dollars (\$100.00) for
7 each Aggrieved Employee for each subsequent violation, per pay period (penalty amounts
8 established by California Labor Code § 558).

9 e. For violations of California Labor Code § 1174, five hundred dollars
10 (\$500.00) for each Aggrieved Employee for each violation of Labor Code § 1174 (penalty
11 amounts established by Labor Code § 1174.5).

12 f. For violations of California Labor Code § 1197, one hundred dollars
13 (\$100.00) for each Aggrieved Employee for each initial and intentional violation and two hundred
14 fifty dollars (\$250.00) for each Aggrieved Employee for each subsequent violation, per pay period
15 (regardless of whether the initial violations were intentionally committed) (penalty amounts
16 established by California Labor Code § 1197.1).

17 g. For violations of California Labor Code §§ 201, 202, 203, 226.7, 1194,
18 1198, and 2802, one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for
19 each initial violation and two hundred dollars (\$200.00) for each Aggrieved Employee per pay
20 period for each subsequent violation (penalty amounts established by California Labor Code §
21 2699(f)(2)).

22 102. Plaintiffs have complied with the procedures for bringing suit specified in
23 California Labor Code § 2699.3. By letters dated December 18, 2025 and December 19, 2025,
24 Plaintiffs filed written notices online with the Labor and Workforce Development Agency
25 (“LWDA”) and gave written notices by certified mail to Defendants of the specific provisions of
26 the California Labor Code alleged to have been violated, including the facts and theories to
27 support the alleged violations. True and correct copies of the notices to the LWDA dated
28 December 18, 2025 and December 19, 2025 are collectively attached as Exhibit A. Plaintiffs



SPIVAK LAW
EMPLOYEE RIGHTS

Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1875 Century Park East
Fl 7
Los Angeles, CA 90067

submitted each LWDA notice with a fee in the amount of \$75.00. The LWDA has failed to take action in response within 65 calendar days of the date of Plaintiffs' notices, but Plaintiffs anticipate that the LWDA will provide written notice to Plaintiffs informing them that it does not intend to investigate these allegations.

103. Pursuant to California Labor Code § 2699(g), Plaintiffs and the Aggrieved Employees are entitled to an award of civil penalties, reasonable attorney's fees and costs in connection with their claims for civil penalties.

V. PRAYER FOR RELIEF

104. WHEREFORE, Plaintiffs, on behalf of themselves and the Class Members, pray for relief and judgment against Defendants as follows:

A. An order that the action be certified as a class action with respect to Plaintiffs' claims for violations of California law;

B. An order that Plaintiffs be appointed class representative;

C. An order that counsel for Plaintiffs be appointed class counsel;

D. Unpaid wages, including minimum, regular, overtime, double-time, missed meal period, and missed rest period wages;

E. Liquidated damages;

F. Statutory penalties, including waiting time penalties;

G. Civil penalties;

H. Restitution;

I. Declaratory relief;

J. Actual damages;

K. Pre-judgment interest;

L. Costs of suit;

M. Reasonable attorneys' fees; and

N. Such other relief as the Court deems just and proper.

VI. DEMAND FOR JURY TRIAL

Plaintiffs, on behalf of themselves and all other Class Members, hereby demand a jury



SPIVAK LAW
EMPLOYEE RIGHTS

Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1875 Century Park East
Fl 7
Los Angeles, CA 90067

1 trial on all issues so triable.

2
3 Respectfully submitted,

4 THE SPIVAK LAW FIRM

5 Dated: 02 / 27 / 2026

6 By: 
7 DAVID G. SPIVAK, Attorneys for
8 Plaintiff(s), CHRISTOPHER BACA,
9 and all others similarly situated



24 SPIVAK LAW
25 EMPLOYEE RIGHTS

26 Mail:
27 8605 Santa Monica Bl
28 PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1875 Century Park East
Fl 7
Los Angeles, CA 90067

EXHIBIT A



THE SPIVAK LAW FIRM
EMPLOYEE RIGHTS

8605 Santa Monica Bl PMB 42554 West Hollywood CA 90069 Mail
1875 Century Park East Fl 7 Los Angeles CA 90067 Office
(213) 725-9094 Tel
(213) 634-2485 Fax
spivaklaw.com Web

SENT BY ELECTRONIC SUBMISSION, CERTIFIED MAIL, AND EMAIL

December 18, 2025

Attn: PAGA Administrator
Labor and Workforce Development Agency
Attn: PAGA Administrator
<http://dir.tflaforms.net>
Via Electronic Submission

Re: Christopher Baca / Plumbing Wholesale Outlet

To Whom It May Concern:

Pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.*, Christopher Baca (hereafter “Baca” or “Complainant”) provides notice that Plumbing Wholesale Outlet, Inc., a California corporation, and related entities (collectively “The Plumbing Wholesale Outlet Employers” or “the Employers”) violated his rights and those of all other individuals The Plumbing Wholesale Outlet Employers have employed or otherwise contracted with in California as hourly, non-exempt employees, individuals performing work comparable to the aforementioned, and individuals in similar positions (hereafter the “Aggrieved Employees”) under Labor Code sections 201, 202, 203, 204, 221, 226, 226.7, 510, 512, 1174, 1194, 1197, 1198, and related employee protections. On behalf of himself and all other Aggrieved Employees, Baca hereby provides this notice to the Labor & Workforce Development Agency and The Plumbing Wholesale Outlet Employers and their agents and representatives.

At all relevant times, The Plumbing Wholesale Outlet Employers have employed persons, conducted business, and engaged in illegal payroll practices and policies, throughout California. Baca and all of the other Aggrieved Employees are “employees” within the meaning of Industrial Welfare Commission Order No. 7-2001 (hereafter “the Wage Order”) section 2, subdivision (E) and “Aggrieved Employees” within the meaning of Labor Code section 2699(c).

///

Statement of Facts

On approximately May 22, 2017, The Plumbing Wholesale Outlet Employers began to employ Baca in Alhambra, Glendora, Whittier, Brea, Rancho Cucamonga, Pasadena, Burbank, and Monrovia in the position of Counter Sales Associate and delivery driver. The Plumbing Wholesale Outlet Employers continuously employed him in that capacity until on or about May 27, 2025 when his employment ended.

At all relevant times, The Plumbing Wholesale Outlet Employers issued wages to Baca and all of the other Aggrieved Employees on a weekly (52 paychecks/year) basis and paid them by the hour. At all relevant times, The Plumbing Wholesale Outlet Employers classified Baca and all of the other Aggrieved Employees as non-exempt employees entitled to the protections of the Labor Code and the Wage Order.

The Plumbing Wholesale Outlet Employers failed to compensate Baca and all of the other Aggrieved Employees for all hours worked at the applicable minimum or regular rates of pay. The Plumbing Wholesale Outlet Employers required Baca and the Aggrieved Employees to perform work duties at the beginning of the workday before clocking in for purposes of payroll and to work during unpaid meal periods, including while making deliveries.

The Plumbing Wholesale Outlet Employers failed to compensate Baca and all of the other Aggrieved Employees at the correct rates of pay for all hours worked over eight in a day, over 40 in a week, and for the first eight hours of the seventh day of the workweek. During such days and workweeks, The Plumbing Wholesale Outlet Employers required Baca and the Aggrieved Employees to perform work duties at the beginning of the workday before clocking in for purposes of payroll and to work during unpaid meal periods, including while making deliveries.

The Plumbing Wholesale Outlet Employers failed to compensate Baca and all of the other Aggrieved Employees at the correct rates of pay for all hours worked over 12 in a day, and all over the first eight of the seventh day of the workweek. During such days and workweeks, The Plumbing Wholesale Outlet Employers required Baca and the Aggrieved Employees to perform work duties at the beginning of the workday before clocking in for purposes of payroll and to work during unpaid meal periods, including while making deliveries.

At all relevant times, The Plumbing Wholesale Outlet Employers failed to provide Baca and all of the other Aggrieved Employees with all timely 30-minute, off-duty meal

periods. The Plumbing Wholesale Outlet Employers required Baca and the Aggrieved Employees to work during unpaid meal periods, including while making deliveries. The Plumbing Wholesale Outlet Employers also failed to pay premium wages for days on which they failed to provide Baca and all of the other Aggrieved Employees with meal periods as required by law.

At all relevant times, The Plumbing Wholesale Outlet Employers failed to authorize and permit Baca and all of the other Aggrieved Employees to take ten-minute, off-duty, paid rest breaks every four hours worked or major portion thereof. The Plumbing Wholesale Outlet Employers required Baca and the Aggrieved Employees to work during rest breaks, including while making deliveries. The Plumbing Wholesale Outlet Employers also failed to pay premium wages for days on which they failed to authorize and permit Baca and all of the other Aggrieved Employees to take rest breaks as required by law.

The Plumbing Wholesale Outlet Employers unlawfully deducted wages belonging to Baca and all of the other Aggrieved Employees. The Plumbing Wholesale Outlet Employers arbitrarily deducted the recorded work time of Baca and the Aggrieved Employees.

At all relevant times, The Plumbing Wholesale Outlet Employers failed to issue to Baca and all of the other Aggrieved Employees complete and accurate wage statements that state all hours worked at the correct rates of pay, and all wages earned. The Plumbing Wholesale Outlet Employers knowingly and intentionally failed to state on the wage statements they issued to Baca and all of the other Aggrieved Employees the unpaid wages discussed above. The wage statements fail to state minimum wages, regular wages, overtime wages, doubletime wages, meal period premium wages, rest period premium wages, and deducted wages, and related compensation.

The Plumbing Wholesale Outlet Employers also failed to timely pay Baca and all of the other Aggrieved Employees all earned wages as described above during and at the conclusion of employment.

The Plumbing Wholesale Outlet Employers failed to maintain accurate employee records of Baca and all of the other Aggrieved Employees.

For the reasons stated herein, Baca alleges the following violations of the Labor Code and the Wage Order on behalf of himself and all of the other Aggrieved Employees:

- (a) The Plumbing Wholesale Outlet Employers failed to pay Baca and all of the other Aggrieved Employees all wages earned for all hours worked at the correct rates of pay, including minimum, regular, overtime, and doubletime wages;
- (b) The Plumbing Wholesale Outlet Employers failed to provide Baca and all of the other Aggrieved Employees all meal periods in compliance with California law;
- (c) The Plumbing Wholesale Outlet Employers failed to authorize and permit Baca and all of the other Aggrieved Employees to take rest breaks in compliance with California law;
- (d) The Plumbing Wholesale Outlet Employers failed to compensate Baca and all of the other Aggrieved Employees at one hour's pay for each day in which The Plumbing Wholesale Outlet Employers failed to provide them with one or more meal periods as required by law;
- (e) The Plumbing Wholesale Outlet Employers failed to compensate Baca and all of the other Aggrieved Employees at one hour's pay for each day in which The Plumbing Wholesale Outlet Employers failed to authorize and permit them to take one or more rest breaks as required by law;
- (f) The Plumbing Wholesale Outlet Employers unlawfully deducted wages belonging to Baca and all of the other Aggrieved Employees;
- (g) The Plumbing Wholesale Outlet Employers knowingly and intentionally failed to issue to Baca and all of the other Aggrieved Employees accurate and complete wage statements;
- (h) The Plumbing Wholesale Outlet Employers willfully failed to timely pay Baca and all of the other Aggrieved Employees all earned and unpaid wages during their employment with The Plumbing Wholesale Outlet Employers and when their employment ended; and
- (i) The Plumbing Wholesale Outlet Employers failed to maintain accurate employment records pertaining to Baca and all of the other Aggrieved Employees.

Accordingly, Baca now seeks civil penalties on behalf of himself and all of the other Aggrieved Employees based on The Plumbing Wholesale Outlet Employers' alleged violations of the Labor Code and the Wage Order.

The Wage Order

The Wage Order applies to "all persons employed in the mercantile industry whether paid on a time, piece rate, commission, or other basis." Wage Order, § 1. The Wage Order defines "Mercantile Industry" to mean, "any industry, business, or establishment operated for the purpose of purchasing, selling, or distributing goods or commodities at wholesale or retail; or for the purpose of renting goods or commodities." Wage Order, § 2(H). At all relevant times during the applicable limitations period, The Plumbing Wholesale Outlet Employers "Employers, Baca, and all of the Aggrieved Employees were covered by the Wage Order because The Plumbing Wholesale Outlet Employers operated, and Baca, and all of the Aggrieved Employees worked for, one or more establishments operated as a wholesale supplier that provides plumbing products and services for the installation and repair of commercial and residential plumbing. Accordingly, Baca and all of the other Aggrieved Employees are entitled to the protections the Wage Order provides.

Failure To Pay Wages For All Hours Worked At The Correct

Rates of Pay

(Lab. Code §§ 510, 1194, 1197, and 1198)

Under Labor Code section 1197, "The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful."

In relevant part, section 2(G) of the Wage Order states,

"Hours worked" means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so[.]

In relevant part, Labor Code section 1194 states:

- (a) Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal

overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

In relevant part, Labor Code section 510 states:

Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

In relevant part, Section 3 of the Wage Order states:

The following overtime provisions are applicable to employees 18 years of age or over and to employees 16 or 17 years of age who are not required by law to attend school and are not otherwise prohibited by law from engaging in the subject work. Such employees shall not be employed more than eight (8) hours in any workday or more than 40 in a workweek unless the employee receives one and one half (1½) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek. Eight (8) hours of labor constitutes a day's work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than:

- (a) One and one-half (1½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including twelve (12) hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek;
- (b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek. The overtime rate of compensation required to be paid to a nonexempt full-

time salaried employee shall be computed by using the employee's regular hourly salary as one fortieth (1/40) of the employee's weekly salary.

Labor Code § 1198 prohibits employers from employing their employees under conditions prohibited by the Wage Order.

In conjunction, these provisions of the Labor Code require employers to pay employees no less than their agreed-upon or statutorily mandated wage rates for all hours worked, including hours spent working "off-the-clock" (before punching in or after punching out on a time clock) when the employer knew or reasonably should have known that employees were working during those hours. *Morillion v. Royal Packing Co.* (2000) 22 Cal.4th 575, 585.

The Plumbing Wholesale Outlet Employers required Baca and the Aggrieved Employees to perform work duties at the beginning of the workday before clocking in for purposes of payroll and to work during unpaid meal periods, including while making deliveries.

At all relevant times during the applicable limitations period, The Plumbing Wholesale Outlet Employers failed to compensate Baca and all of the other Aggrieved Employees for all hours worked, including, but not limited to minimum, regular, overtime, and doubletime wages for all hours they worked at the correct rates of pay. Accordingly, Baca now seeks civil penalties on behalf of himself and all of the other Aggrieved Employees as follows:

1. \$50 for each aggrieved employee for each initial violation of Labor Code § 510, and \$100 for each aggrieved employee for each subsequent violation, per pay period in addition to an amount sufficient to recover underpaid wages (penalties set by Labor Code § 558);
2. \$100 for each aggrieved employee for each initial violation of Labor Code § 1194, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code § 2699(f)(2));
3. \$100 for each underpaid aggrieved employee for each initial violation of Labor Code § 1197, and \$250 for each underpaid aggrieved employee for each subsequent violation per pay period (regardless of whether the initial violations were intentionally committed), in addition to an amount

sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203 (penalties set by Labor Code § 1197.1) and

4. \$100 for each aggrieved employee for each initial violation of Labor Code § 1198, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code § 2699(f)(2)).

Failure to Provide Meal Periods
(Lab. Code §§ 226.7, 512, and 1198)

In relevant part, section 2(G) of the Wage Order states,

“Hours worked” means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In relevant part, Labor Code section 1198 states, “The employment of any employee ... under conditions of labor prohibited by the [Wage Order] is unlawful.”

In relevant part, Labor Code section 512 states:

An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

// /

// /

In relevant part, section 11 of the Wage Order states:

Meal Periods:

- (A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee.
- (B) An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.
- (C) Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. An "on duty" meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.
- (D) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.
- (E) In all places of employment where employees are required to eat on the premises, a suitable place for that purpose shall be designated.

In addition, Labor Code section 226.7 states:

- (b) An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.
- (c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

At all relevant times, The Plumbing Wholesale Outlet Employers failed to provide Baca and all of the other Aggrieved Employees with all timely meal periods. The Plumbing Wholesale Outlet Employers denied Baca and all of the other Aggrieved Employees their 30-minute off-duty meal period within the first five hours of work. The Plumbing Wholesale Outlet Employers required Baca and the Aggrieved Employees to work during unpaid meal periods, including while making deliveries. Furthermore, The Plumbing Wholesale Outlet Employers failed to pay premium wages for days on which they failed to provide Baca and all of the other Aggrieved Employees with timely meal periods. Accordingly, Baca now seeks civil penalties for these Labor Code violations that The Plumbing Wholesale Outlet Employers have committed against him and all of the other Aggrieved Employees as follows:

1. \$100 for each aggrieved employee for each initial violation of Labor Code section 226.7, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2));
2. \$50 for each aggrieved employee for each initial violation of Labor Code section 512, and \$100 for each aggrieved employee for each subsequent violation, per pay period in addition to an amount sufficient to recover underpaid wages (penalties set by Labor Code section 558); and

3. \$100 for each aggrieved employee for each initial violation of Labor Code section 1198, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)).

Failure to Authorize and Permit Rest Periods
(Lab. Code §§ 226.7 & 1198)

Section 2(G) of the Wage Order states,

“Hours worked” means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In relevant part, Labor Code section 1198 states,

The employment of any employee . . . under conditions of labor prohibited by the [Wage Order] is unlawful.

Section 12 of the Wage Order provides, in relevant part:

Rest Periods:

- (A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.
- (B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the rest period is not provided.

In addition, Labor Code section 226.7 states:

- (b) An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.
- (c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

The Plumbing Wholesale Outlet Employers failed to authorize and permit Baca and all of the other Aggrieved Employees to take ten-minute, paid, duty-free rest breaks every four hours worked or major fraction thereof. The Plumbing Wholesale Outlet Employers did not seek an exemption from the rest period protections of the Wage Order from the California Division of Labor Standards Enforcement. The Plumbing Wholesale Outlet Employers required Baca and the Aggrieved Employees to work during rest breaks, including while making deliveries. Moreover, The Plumbing Wholesale Outlet Employers failed to pay Baca and all of the other Aggrieved Employees premium wages on workdays. The Plumbing Wholesale Outlet Employers failed to provide Baca and all of the other Aggrieved Employees with 10-minute rest periods every four hours worked or major fraction thereof. Accordingly, Baca now seeks civil penalties for these Labor Code violations that The Plumbing Wholesale Outlet Employers have committed against him and all of the other Aggrieved Employees as follows:

1. \$100 for each aggrieved employee for each initial violation of Labor Code section 226.7, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)); and

2. \$100 for each aggrieved employee for each initial violation of Labor Code section 1198, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)).

Unlawful Deductions
(Lab. Code § 221)

Under Labor Code § 221, “It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee.” The Plumbing Wholesale Outlet Employers deducted wages from the wages earned by Baca and all of the other Aggrieved Employees for hours spent working or in on-duty meal periods in violation of Labor Code § 221. Accordingly, Baca seeks civil penalties on behalf of himself and all of the other Aggrieved Employees as follows: \$100 for each aggrieved employee for each initial violation of Labor Code § 221, and \$200 for each aggrieved employee for each subsequent violation, or any willful or intentional violation of Labor Code § 221, plus 25% of the amount unlawfully withheld from each aggrieved employee (penalties set by Labor Code § 225.5).

Failure to Provide Accurate Wage Statements
(Lab. Code § 226)

Labor Code section 226(a) requires an employer to provide an employee, either semi-monthly or at the time of each wage payment, with an accurate and itemized written wage statement that shows:

1. Gross wages earned;
2. Total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission;
3. The number of piece rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis;
4. All deductions, provided that all deductions made on written orders of the Employee may be aggregated and shown as one item;

5. Net wages earned;
6. The inclusive dates of the period for which the employee is paid;
7. The name of the employee and his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number or an employee identification number other than a social security number may be shown on the itemized statement;
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 the employee.

At all relevant times during the applicable limitations period, The Plumbing Wholesale Outlet Employers violated Labor Code section 226 because they did not properly and accurately itemize each Aggrieved Employee's gross wages earned, net wages earned, the total hours worked, the corresponding number of hours worked at each rate by the Aggrieved Employee and other requirements of Labor Code section 226. The Plumbing Wholesale Outlet Employers failed to state in the wage statements they issued to Baca and all of the other Aggrieved Employees all their hours worked and wages earned, including, but not limited to, regular and overtime wages for work they performed off-the-clock after clocking-out (as described above). The Plumbing Wholesale Outlet Employers knowingly and intentionally failed to state on the wage statements they issued to Baca and all of the other Aggrieved Employees the earned but unpaid wages described above. The wage statements do not state , and related compensation.

Labor Code § 2699(f)(2)(A) states:

- (i) If, at the time of the alleged violation, the person employs one or more employees, and the alleged violation is a violation of paragraphs (1) to (7), inclusive, or paragraph (9) of subdivision (a) of Section 226, the only civil penalty applicable under this part is twenty-five dollars (\$25) for each aggrieved employee per pay period if the employee could promptly and easily determine from the wage statement alone the accurate information

specified by subdivision (a) of Section 226. If the alleged violation is a violation of paragraph (8) of subdivision (a) of Section 226 [failure to state the name and address of the legal entity that is the employer], the civil penalty applicable under this part for the violation is twenty-five dollars (\$25) for each aggrieved employee per pay period if the employee would not be confused or misled about the correct identity of their employer or, if their employer is a farm labor contractor, the legal entity that secured the services of that employer. This subdivision does not apply if the employer has failed to provide an itemized payroll statement during any of the pay periods at issue.

- (ii) The civil penalty is fifty (\$50) for each aggrieved employee per pay period if the alleged violation resulted from an isolated, nonrecurring event that did not extend beyond the lesser of 30 consecutive days or four consecutive pay periods.

Accordingly, Baca seeks civil penalties for the Labor Code violations that The Plumbing Wholesale Outlet Employers have committed against Baca and all of the other Aggrieved Employees as follows:

- (1) \$250 for each aggrieved employee for each initial violation of Labor Code section 226(a), and \$1,000 for each aggrieved employee for each subsequent violation (penalties set by Labor Code section 226.3);
- (2) Alternatively, one hundred dollars (\$100) for each aggrieved employee per pay period;
- (3) Alternatively, twenty-five dollars (\$25) for each aggrieved employee per pay period if the employee could promptly and easily determine from the wage statement alone the accurate information specified by subdivision (a) of Section 226; and
- (4) Alternatively, fifty dollars (\$50) for each aggrieved employee per pay period if the alleged violation resulted from an isolated, nonrecurring event that did not extend beyond the lesser of 30 consecutive days or four consecutive pay periods.

Failure to Timely Pay Wages During Employment
(Lab. Code § 204)

Labor Code section 204 states all wages (other than those mentioned in Labor Code sections 201 and 202) earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. In addition, all wages for work performed in excess of the normal work period must be paid by no later than the following regular payday.

The Plumbing Wholesale Outlet Employers failed to compensate Baca and all of the other Aggrieved Employees for wages earned, including minimum wages, regular wages, overtime wages, doubletime wages, unprovided meal period premium wages, unprovided rest break premium wages, and related compensation, at the intervals stated above. As a result, The Plumbing Wholesale Outlet Employers failed to timely pay all earned wages due during employment within the time periods set by Labor Code section 204. Accordingly, Baca now seeks civil penalties for the Labor Code violations that The Plumbing Wholesale Outlet Employers have committed against him and all of the other Aggrieved Employees as follows: \$100 for each aggrieved employee for each initial violation of Labor Code section 204, and \$200 for each aggrieved employee for each subsequent violation, plus 25% of the amount unlawfully withheld from each aggrieved employee (penalties set by Labor Code section 210).

Failure to Timely Pay Wages Upon Termination of Employment
(Lab. Code §§ 201, 202, and 203)

Under Labor Code § 201, if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. Under § 202, 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. Notwithstanding any other provision of law, an employee who quits without providing a 72-hour notice shall be entitled to receive payment by mail if he or she so

requests and designates a mailing address. *Id.* The date of the mailing shall constitute the date of payment for purposes of the requirement to provide payment within 72 hours of the notice of quitting. *Id.*

Under Labor Code § 203, if an employer willfully fails to pay without abatement or reduction, in accordance with §§ 201 and 202, the 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.

The Plumbing Wholesale Outlet Employers failed to pay Baca and all of the other Aggrieved Employees whose employment ended all of the earned but unpaid wages described above by the conclusion of their employment with Baca, including minimum wages, regular wages, overtime wages, doubletime wages, unprovided meal period premium wages, unprovided rest break premium wages, and related compensation. By failing to pay Baca and all of the other Aggrieved Employees as set forth above at the end of employment, The Plumbing Wholesale Outlet Employers are liable for violations of Labor Code §§ 201, 202, and 203. Accordingly, on behalf of himself and all of the other Aggrieved Employees, Baca seeks civil penalties from The Plumbing Wholesale Outlet Employers as follows:

1. For violations of Labor Code § 201, \$100 per aggrieved employee for each of the pay periods in which initial violations of § 201 occurred, and \$200 per aggrieved employee per pay period in which subsequent violations of § 201 occurred (penalties set by Labor Code § 2699(f)(2));
2. For violations of Labor Code § 202, \$100 per aggrieved employee for each of the pay periods in which initial violations of § 202 occurred, and \$200 per aggrieved employee per pay period in which subsequent violations of § 202 occurred (penalties set by Labor Code § 2699(f)(2)); and
3. For violations of Labor Code § 203, \$100 per aggrieved employee for each of the pay periods in which initial violations of § 203 occurred, and \$200 for per aggrieved employee per pay period in which subsequent violations of § 203 occurred (penalties set by Labor Code § 2699(f)(2)).

/ / /

Failure to Maintain Accurate Employment Records
(Lab. Code §§ 1174 & 1198)

Labor Code section 1174, which also pertains to recordkeeping, states:

Every person employing labor in this state shall:

...

- (c) Keep a record showing the names and addresses of all employees employed and the ages of all minors.
- (d) 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 in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than three years. An employer shall not prohibit an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned.

Labor Code section 1174.5 states:

Any person employing labor who willfully fails to maintain the records required by subdivision (c) of Section 1174 or accurate and complete records required by subdivision (d) of Section 1174, or to allow any member of the commission or employees of the division to inspect records pursuant to subdivision (b) of Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

Section 7 of Wage Order states,

- (A) Every employer shall keep accurate information with respect to each employee including the following:

- (1) Full name, home address, occupation and social security number.
- (2) Birth date, if under 18 years, and designation as a minor.
- (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded. Meal periods during which operations cease and authorized rest periods need not be recorded.
- (4) Total wages paid each payroll period, including value of board, lodging, or other compensation actually furnished to the Employee.
- (5) Total hours worked in the payroll period and applicable rates of pay. This information shall be made readily available to the employee upon reasonable request.
- (6) When a piece rate or incentive plan is in operation, piece rates or an explanation of the incentive plan formula shall be provided to employees. An accurate production record shall be maintained by the employer.

Labor Code section 1198 prohibits employers from employing their employees under conditions prohibited by the Wage Order.

The Plumbing Wholesale Outlet Employers failed to compensate Baca and all of the other Aggrieved Employees for all hours worked at the correct rates of pay, including , and related compensation. As a result, The Plumbing Wholesale Outlet Employers have failed to accurately maintain all records required by section 1174 and the Wage Order, including but not limited to Baca and all of the other Aggrieved Employees' total hours worked, total wages paid, and applicable hourly rates during each payroll period. Accordingly, Baca seeks civil penalties on behalf of himself and all of the other Aggrieved Employees as follows:

1. \$500 for each aggrieved employee for each violation of Labor Code section 1174 (penalties set by Labor Code section 1174.5); and

LWDA / The Plumbing Wholesale Outlet Employers
Re: Christopher Baca
12/18/2025
Page 20 of 20

2. \$100 for each aggrieved employee for each initial violation of Labor Code section 1198, and \$200 for each Aggrieved Employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)).

Conclusion

As noted above, this letter constitutes the required notice under the Labor Code Private Attorneys General Act of 2004. Please be advised that Christopher Baca will seek both reasonable attorneys' fees and costs under Labor Code section 2699(g)(1) in a civil action should the LWDA decline to pursue this matter. This letter also serves as a formal notice under the catalyst theory and Code of Civil Procedure section 1021.5 to resolve this matter before litigation.

Sincerely,



David Glenn Spivak Esq.
david@spivaklaw.com

cc: Mr. Christopher Baca

Mr. Walter L. Haines Esq.
United Employees Law Group
8605 Santa Monica Bl.
PMB 63354
West Hollywood CA 90069
walter@uelglaw.com

Plumbing Wholesale Outlet, Inc.
c/o Ms. Diana Friedland Esq.
Bernstein & Friedland, P.C.
16000 Ventura Blvd Ste 1000
Encino, CA 91436-2762
diana@laemploymentcounsel.com



THE SPIVAK LAW FIRM
EMPLOYEE RIGHTS

8605 Santa Monica Bl PMB 42554 West Hollywood CA 90069 Mail
1875 Century Park East Fl 7 Los Angeles CA 90067 Office
(213) 725-9094 Tel
(213) 634-2485 Fax
spivaklaw.com Web

SENT BY ELECTRONIC SUBMISSION, CERTIFIED MAIL, AND EMAIL

December 19, 2025

Attn: PAGA Administrator
Labor and Workforce Development Agency
Attn: PAGA Administrator
<http://dir.tflaforms.net>
Via Electronic Submission

Re: Allen Carter / Plumbing Wholesale Outlet

To Whom It May Concern:

Pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.*, Allen Carter (hereafter “Carter” or “Complainant”) provides notice that Plumbing Wholesale Outlet, Inc., a California corporation, and related entities (collectively “The Plumbing Wholesale Outlet Employers” or “the Employers”) violated his rights and those of all other individuals The Plumbing Wholesale Outlet Employers have employed or otherwise contracted with in California as hourly, non-exempt employees, individuals performing work comparable to the aforementioned, and individuals in similar positions (hereafter the “Aggrieved Employees”) under Labor Code sections 201, 202, 203, 204, 221, 226, 226.7, 510, 512, 1174, 1194, 1197, 1198, and related employee protections. On behalf of himself and all other Aggrieved Employees, Carter hereby provides this notice to the Labor & Workforce Development Agency and The Plumbing Wholesale Outlet Employers and their agents and representatives.

At all relevant times, The Plumbing Wholesale Outlet Employers have employed persons, conducted business, and engaged in illegal payroll practices and policies, throughout California. Carter and all of the other Aggrieved Employees are “employees” within the meaning of Industrial Welfare Commission Order No. 7-2001 (hereafter “the Wage Order”) section 2, subdivision (E) and “Aggrieved Employees” within the meaning of Labor Code section 2699(c).

///

Statement of Facts

On approximately August 5, 2021, The Plumbing Wholesale Outlet Employers began to employ Carter in Alhambra, Glendora, Whittier, Brea, Rancho Cucamonga, Pasadena, Burbank, and Monrovia in the position of Counter Sales Associate and delivery driver. The Plumbing Wholesale Outlet Employers continuously employed him in that capacity until on or about March 28, 2025 when his employment ended.

At all relevant times, The Plumbing Wholesale Outlet Employers issued wages to Carter and all of the other Aggrieved Employees on a weekly (52 paychecks/year) basis and paid them by the hour. At all relevant times, The Plumbing Wholesale Outlet Employers classified Carter and all of the other Aggrieved Employees as non-exempt employees entitled to the protections of the Labor Code and the Wage Order.

The Plumbing Wholesale Outlet Employers failed to compensate Carter and all of the other Aggrieved Employees for all hours worked at the applicable minimum or regular rates of pay. The Plumbing Wholesale Outlet Employers required Carter and the Aggrieved Employees to perform work duties at the beginning of the workday before clocking in for purposes of payroll and to work during unpaid meal periods, including while making deliveries.

The Plumbing Wholesale Outlet Employers failed to compensate Carter and all of the other Aggrieved Employees at the correct rates of pay for all hours worked over eight in a day, over 40 in a week, and for the first eight hours of the seventh day of the workweek. During such days and workweeks, The Plumbing Wholesale Outlet Employers required Carter and the Aggrieved Employees to perform work duties at the beginning of the workday before clocking in for purposes of payroll and to work during unpaid meal periods, including while making deliveries.

The Plumbing Wholesale Outlet Employers failed to compensate Carter and all of the other Aggrieved Employees at the correct rates of pay for all hours worked over 12 in a day, and all over the first eight of the seventh day of the workweek. During such days and workweeks, The Plumbing Wholesale Outlet Employers required Carter and the Aggrieved Employees to perform work duties at the beginning of the workday before clocking in for purposes of payroll and to work during unpaid meal periods, including while making deliveries.

At all relevant times, The Plumbing Wholesale Outlet Employers failed to provide Carter and all of the other Aggrieved Employees with all timely 30-minute, off-duty meal periods. The Plumbing Wholesale Outlet Employers required Carter and the Aggrieved Employees to work during unpaid meal periods, including while making deliveries. The Plumbing Wholesale Outlet Employers also failed to pay premium wages for days on which they failed to provide Carter and all of the other Aggrieved Employees with meal periods as required by law.

At all relevant times, The Plumbing Wholesale Outlet Employers failed to authorize and permit Carter and all of the other Aggrieved Employees to take ten-minute, off-duty, paid rest breaks every four hours worked or major portion thereof. The Plumbing Wholesale Outlet Employers required Carter and the Aggrieved Employees to work during rest breaks, including while making deliveries. The Plumbing Wholesale Outlet Employers also failed to pay premium wages for days on which they failed to authorize and permit Carter and all of the other Aggrieved Employees to take rest breaks as required by law.

The Plumbing Wholesale Outlet Employers unlawfully deducted wages belonging to Carter and all of the other Aggrieved Employees. The Plumbing Wholesale Outlet Employers arbitrarily deducted the recorded work time of Carter and the Aggrieved Employees.

At all relevant times, The Plumbing Wholesale Outlet Employers failed to issue to Carter and all of the other Aggrieved Employees complete and accurate wage statements that state all hours worked at the correct rates of pay, and all wages earned. The Plumbing Wholesale Outlet Employers knowingly and intentionally failed to state on the wage statements they issued to Carter and all of the other Aggrieved Employees the unpaid wages discussed above. The wage statements fail to state minimum wages, regular wages, overtime wages, doubletime wages, meal period premium wages, rest period premium wages, and deducted wages, and related compensation.

The Plumbing Wholesale Outlet Employers also failed to timely pay Carter and all of the other Aggrieved Employees all earned wages as described above during and at the conclusion of employment.

The Plumbing Wholesale Outlet Employers failed to maintain accurate employee records of Carter and all of the other Aggrieved Employees.

For the reasons stated herein, Carter alleges the following violations of the Labor Code and the Wage Order on behalf of himself and all of the other Aggrieved Employees:

- (a) The Plumbing Wholesale Outlet Employers failed to pay Carter and all of the other Aggrieved Employees all wages earned for all hours worked at the correct rates of pay, including minimum, regular, overtime, and doubletime wages;
- (b) The Plumbing Wholesale Outlet Employers failed to provide Carter and all of the other Aggrieved Employees all meal periods in compliance with California law;
- (c) The Plumbing Wholesale Outlet Employers failed to authorize and permit Carter and all of the other Aggrieved Employees to take rest breaks in compliance with California law;
- (d) The Plumbing Wholesale Outlet Employers failed to compensate Carter and all of the other Aggrieved Employees at one hour's pay for each day in which The Plumbing Wholesale Outlet Employers failed to provide them with one or more meal periods as required by law;
- (e) The Plumbing Wholesale Outlet Employers failed to compensate Carter and all of the other Aggrieved Employees at one hour's pay for each day in which The Plumbing Wholesale Outlet Employers failed to authorize and permit them to take one or more rest breaks as required by law;
- (f) The Plumbing Wholesale Outlet Employers unlawfully deducted wages belonging to Carter and all of the other Aggrieved Employees;
- (g) The Plumbing Wholesale Outlet Employers knowingly and intentionally failed to issue to Carter and all of the other Aggrieved Employees accurate and complete wage statements;
- (h) The Plumbing Wholesale Outlet Employers willfully failed to timely pay Carter and all of the other Aggrieved Employees all earned and unpaid wages during their employment with The Plumbing Wholesale Outlet Employers and when their employment ended; and

- (i) The Plumbing Wholesale Outlet Employers failed to maintain accurate employment records pertaining to Carter and all of the other Aggrieved Employees.

Accordingly, Carter now seeks civil penalties on behalf of himself and all of the other Aggrieved Employees based on The Plumbing Wholesale Outlet Employers' alleged violations of the Labor Code and the Wage Order.

The Wage Order

The Wage Order applies to "all persons employed in the mercantile industry whether paid on a time, piece rate, commission, or other basis." Wage Order, § 1. The Wage Order defines "Mercantile Industry" to mean, "any industry, business, or establishment operated for the purpose of purchasing, selling, or distributing goods or commodities at wholesale or retail; or for the purpose of renting goods or commodities." Wage Order, § 2(H). At all relevant times during the applicable limitations period, The Plumbing Wholesale Outlet Employers "Employers, Carter, and all of the Aggrieved Employees were covered by the Wage Order because The Plumbing Wholesale Outlet Employers operated, and Carter, and all of the Aggrieved Employees worked for, one or more establishments operated as a wholesale supplier that provides plumbing products and services for the installation and repair of commercial and residential plumbing. Accordingly, Carter and all of the other Aggrieved Employees are entitled to the protections the Wage Order provides.

Failure To Pay Wages For All Hours Worked At The Correct Rates of Pay (Lab. Code §§ 510, 1194, 1197, and 1198)

Under Labor Code section 1197, "The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful."

In relevant part, section 2(G) of the Wage Order states,

"Hours worked" means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so[.]

In relevant part, Labor Code section 1194 states:

- (a) Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

In relevant part, Labor Code section 510 states:

Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

In relevant part, Section 3 of the Wage Order states:

The following overtime provisions are applicable to employees 18 years of age or over and to employees 16 or 17 years of age who are not required by law to attend school and are not otherwise prohibited by law from engaging in the subject work. Such employees shall not be employed more than eight (8) hours in any workday or more than 40 in a workweek unless the employee receives one and one half (1½) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek. Eight (8) hours of labor constitutes a day's work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than:

- (a) One and one-half (1½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including twelve (12) hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek;

- (b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek. The overtime rate of compensation required to be paid to a nonexempt full-time salaried employee shall be computed by using the employee's regular hourly salary as one fortieth (1/40) of the employee's weekly salary.

Labor Code § 1198 prohibits employers from employing their employees under conditions prohibited by the Wage Order.

In conjunction, these provisions of the Labor Code require employers to pay employees no less than their agreed-upon or statutorily mandated wage rates for all hours worked, including hours spent working "off-the-clock" (before punching in or after punching out on a time clock) when the employer knew or reasonably should have known that employees were working during those hours. *Morillion v. Royal Packing Co.* (2000) 22 Cal.4th 575, 585.

The Plumbing Wholesale Outlet Employers required Carter and the Aggrieved Employees to perform work duties at the beginning of the workday before clocking in for purposes of payroll and to work during unpaid meal periods, including while making deliveries.

At all relevant times during the applicable limitations period, The Plumbing Wholesale Outlet Employers failed to compensate Carter and all of the other Aggrieved Employees for all hours worked, including, but not limited to minimum, regular, overtime, and doubletime wages for all hours they worked at the correct rates of pay. Accordingly, Carter now seeks civil penalties on behalf of himself and all of the other Aggrieved Employees as follows:

1. \$50 for each aggrieved employee for each initial violation of Labor Code § 510, and \$100 for each aggrieved employee for each subsequent violation, per pay period in addition to an amount sufficient to recover underpaid wages (penalties set by Labor Code § 558);
2. \$100 for each aggrieved employee for each initial violation of Labor Code § 1194, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code § 2699(f)(2));

3. \$100 for each underpaid aggrieved employee for each initial violation of Labor Code § 1197, and \$250 for each underpaid aggrieved employee for each subsequent violation per pay period (regardless of whether the initial violations were intentionally committed), in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203 (penalties set by Labor Code § 1197.1) and
4. \$100 for each aggrieved employee for each initial violation of Labor Code § 1198, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code § 2699(f)(2)).

Failure to Provide Meal Periods
(Lab. Code §§ 226.7, 512, and 1198)

In relevant part, section 2(G) of the Wage Order states,

“Hours worked” means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In relevant part, Labor Code section 1198 states, “The employment of any employee ... under conditions of labor prohibited by the [Wage Order] is unlawful.”

In relevant part, Labor Code section 512 states:

An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

In relevant part, section 11 of the Wage Order states:

Meal Periods:

- (A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee.
- (B) An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.
- (C) Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. An "on duty" meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.
- (D) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.
- (E) In all places of employment where employees are required to eat on the premises, a suitable place for that purpose shall be designated.

In addition, Labor Code section 226.7 states:

- (b) An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable

statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.

- (c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

At all relevant times, The Plumbing Wholesale Outlet Employers failed to provide Carter and all of the other Aggrieved Employees with all timely meal periods. The Plumbing Wholesale Outlet Employers denied Carter and all of the other Aggrieved Employees their 30-minute off-duty meal period within the first five hours of work. The Plumbing Wholesale Outlet Employers required Carter and the Aggrieved Employees to work during unpaid meal periods, including while making deliveries. Furthermore, The Plumbing Wholesale Outlet Employers failed to pay premium wages for days on which they failed to provide Carter and all of the other Aggrieved Employees with timely meal periods. Accordingly, Carter now seeks civil penalties for these Labor Code violations that The Plumbing Wholesale Outlet Employers have committed against him and all of the other Aggrieved Employees as follows:

1. \$100 for each aggrieved employee for each initial violation of Labor Code section 226.7, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2));
2. \$50 for each aggrieved employee for each initial violation of Labor Code section 512, and \$100 for each aggrieved employee for each subsequent violation, per pay period in addition to an amount sufficient to recover underpaid wages (penalties set by Labor Code section 558); and

3. \$100 for each aggrieved employee for each initial violation of Labor Code section 1198, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)).

Failure to Authorize and Permit Rest Periods
(Lab. Code §§ 226.7 & 1198)

Section 2(G) of the Wage Order states,

“Hours worked” means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In relevant part, Labor Code section 1198 states,

The employment of any employee . . . under conditions of labor prohibited by the [Wage Order] is unlawful.

Section 12 of the Wage Order provides, in relevant part:

Rest Periods:

- (A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.
- (B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the rest period is not provided.

In addition, Labor Code section 226.7 states:

- (b) An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.
- (c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

The Plumbing Wholesale Outlet Employers failed to authorize and permit Carter and all of the other Aggrieved Employees to take ten-minute, paid, duty-free rest breaks every four hours worked or major fraction thereof. The Plumbing Wholesale Outlet Employers did not seek an exemption from the rest period protections of the Wage Order from the California Division of Labor Standards Enforcement. The Plumbing Wholesale Outlet Employers required Carter and the Aggrieved Employees to work during rest breaks, including while making deliveries. Moreover, The Plumbing Wholesale Outlet Employers failed to pay Carter and all of the other Aggrieved Employees premium wages on workdays. The Plumbing Wholesale Outlet Employers failed to provide Carter and all of the other Aggrieved Employees with 10-minute rest periods every four hours worked or major fraction thereof. Accordingly, Carter now seeks civil penalties for these Labor Code violations that The Plumbing Wholesale Outlet Employers have committed against him and all of the other Aggrieved Employees as follows:

1. \$100 for each aggrieved employee for each initial violation of Labor Code section 226.7, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)); and

2. \$100 for each aggrieved employee for each initial violation of Labor Code section 1198, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)).

Unlawful Deductions
(Lab. Code § 221)

Under Labor Code § 221, “It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee.” The Plumbing Wholesale Outlet Employers deducted wages from the wages earned by Carter and all of the other Aggrieved Employees for hours spent working or in on-duty meal periods in violation of Labor Code § 221. Accordingly, Carter seeks civil penalties on behalf of himself and all of the other Aggrieved Employees as follows: \$100 for each aggrieved employee for each initial violation of Labor Code § 221, and \$200 for each aggrieved employee for each subsequent violation, or any willful or intentional violation of Labor Code § 221, plus 25% of the amount unlawfully withheld from each aggrieved employee (penalties set by Labor Code § 225.5).

Failure to Provide Accurate Wage Statements
(Lab. Code § 226)

Labor Code section 226(a) requires an employer to provide an employee, either semi-monthly or at the time of each wage payment, with an accurate and itemized written wage statement that shows:

1. Gross wages earned;
2. Total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission;
3. The number of piece rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis;
4. All deductions, provided that all deductions made on written orders of the Employee may be aggregated and shown as one item;

5. Net wages earned;
6. The inclusive dates of the period for which the employee is paid;
7. The name of the employee and his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number or an employee identification number other than a social security number may be shown on the itemized statement;
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 the employee.

At all relevant times during the applicable limitations period, The Plumbing Wholesale Outlet Employers violated Labor Code section 226 because they did not properly and accurately itemize each Aggrieved Employee's gross wages earned, net wages earned, the total hours worked, the corresponding number of hours worked at each rate by the Aggrieved Employee and other requirements of Labor Code section 226. The Plumbing Wholesale Outlet Employers failed to state in the wage statements they issued to Carter and all of the other Aggrieved Employees all their hours worked and wages earned, including, but not limited to, regular and overtime wages for work they performed off-the-clock after clocking-out (as described above). The Plumbing Wholesale Outlet Employers knowingly and intentionally failed to state on the wage statements they issued to Carter and all of the other Aggrieved Employees the earned but unpaid wages described above. The wage statements do not state , and related compensation.

Labor Code § 2699(f)(2)(A) states:

- (i) If, at the time of the alleged violation, the person employs one or more employees, and the alleged violation is a violation of paragraphs (1) to (7), inclusive, or paragraph (9) of subdivision (a) of Section 226, the only civil penalty applicable under this part is twenty-five dollars (\$25) for each aggrieved employee per pay period if the employee could promptly and easily determine from the wage statement alone the accurate information specified by subdivision (a) of Section 226. If the alleged violation is a

violation of paragraph (8) of subdivision (a) of Section 226 [failure to state the name and address of the legal entity that is the employer], the civil penalty applicable under this part for the violation is twenty-five dollars (\$25) for each aggrieved employee per pay period if the employee would not be confused or misled about the correct identity of their employer or, if their employer is a farm labor contractor, the legal entity that secured the services of that employer. This subdivision does not apply if the employer has failed to provide an itemized payroll statement during any of the pay periods at issue.

- (ii) The civil penalty is fifty (\$50) for each aggrieved employee per pay period if the alleged violation resulted from an isolated, nonrecurring event that did not extend beyond the lesser of 30 consecutive days or four consecutive pay periods.

Accordingly, Carter seeks civil penalties for the Labor Code violations that The Plumbing Wholesale Outlet Employers have committed against Carter and all of the other Aggrieved Employees as follows:

- (1) \$250 for each aggrieved employee for each initial violation of Labor Code section 226(a), and \$1,000 for each aggrieved employee for each subsequent violation (penalties set by Labor Code section 226.3);
- (2) Alternatively, one hundred dollars (\$100) for each aggrieved employee per pay period;
- (3) Alternatively, twenty-five dollars (\$25) for each aggrieved employee per pay period if the employee could promptly and easily determine from the wage statement alone the accurate information specified by subdivision (a) of Section 226; and
- (4) Alternatively, fifty dollars (\$50) for each aggrieved employee per pay period if the alleged violation resulted from an isolated, nonrecurring event that did not extend beyond the lesser of 30 consecutive days or four consecutive pay periods.

// /

Failure to Timely Pay Wages During Employment
(Lab. Code § 204)

Labor Code section 204 states all wages (other than those mentioned in Labor Code sections 201 and 202) earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. In addition, all wages for work performed in excess of the normal work period must be paid by no later than the following regular payday.

The Plumbing Wholesale Outlet Employers failed to compensate Carter and all of the other Aggrieved Employees for wages earned, including minimum wages, regular wages, overtime wages, doubletime wages, unprovided meal period premium wages, unprovided rest break premium wages, and related compensation, at the intervals stated above. As a result, The Plumbing Wholesale Outlet Employers failed to timely pay all earned wages due during employment within the time periods set by Labor Code section 204. Accordingly, Carter now seeks civil penalties for the Labor Code violations that The Plumbing Wholesale Outlet Employers have committed against him and all of the other Aggrieved Employees as follows: \$100 for each aggrieved employee for each initial violation of Labor Code section 204, and \$200 for each aggrieved employee for each subsequent violation, plus 25% of the amount unlawfully withheld from each aggrieved employee (penalties set by Labor Code section 210).

Failure to Timely Pay Wages Upon Termination of Employment
(Lab. Code §§ 201, 202, and 203)

Under Labor Code § 201, if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. Under § 202, 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. Notwithstanding any other provision of law, an employee who quits without providing a 72-hour notice shall be entitled to receive payment by mail if he or she so requests and designates a mailing address. *Id.* The date of the mailing shall constitute

the date of payment for purposes of the requirement to provide payment within 72 hours of the notice of quitting. *Id.*

Under Labor Code § 203, if an employer willfully fails to pay without abatement or reduction, in accordance with §§ 201 and 202, the 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.

The Plumbing Wholesale Outlet Employers failed to pay Carter and all of the other Aggrieved Employees whose employment ended all of the earned but unpaid wages described above by the conclusion of their employment with Carter, including minimum wages, regular wages, overtime wages, doubletime wages, unprovided meal period premium wages, unprovided rest break premium wages, and related compensation. By failing to pay Carter and all of the other Aggrieved Employees as set forth above at the end of employment, The Plumbing Wholesale Outlet Employers are liable for violations of Labor Code §§ 201, 202, and 203. Accordingly, on behalf of himself and all of the other Aggrieved Employees, Carter seeks civil penalties from The Plumbing Wholesale Outlet Employers as follows:

1. For violations of Labor Code § 201, \$100 per aggrieved employee for each of the pay periods in which initial violations of § 201 occurred, and \$200 per aggrieved employee per pay period in which subsequent violations of § 201 occurred (penalties set by Labor Code § 2699(f)(2));
2. For violations of Labor Code § 202, \$100 per aggrieved employee for each of the pay periods in which initial violations of § 202 occurred, and \$200 per aggrieved employee per pay period in which subsequent violations of § 202 occurred (penalties set by Labor Code § 2699(f)(2)); and
3. For violations of Labor Code § 203, \$100 per aggrieved employee for each of the pay periods in which initial violations of § 203 occurred, and \$200 for per aggrieved employee per pay period in which subsequent violations of § 203 occurred (penalties set by Labor Code § 2699(f)(2)).

///

///

Failure to Maintain Accurate Employment Records
(Lab. Code §§ 1174 & 1198)

Labor Code section 1174, which also pertains to recordkeeping, states:

Every person employing labor in this state shall:

...

- (c) Keep a record showing the names and addresses of all employees employed and the ages of all minors.
- (d) 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 in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than three years. An employer shall not prohibit an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned.

Labor Code section 1174.5 states:

Any person employing labor who willfully fails to maintain the records required by subdivision (c) of Section 1174 or accurate and complete records required by subdivision (d) of Section 1174, or to allow any member of the commission or employees of the division to inspect records pursuant to subdivision (b) of Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

Section 7 of Wage Order states,

- (A) Every employer shall keep accurate information with respect to each employee including the following:

- (1) Full name, home address, occupation and social security number.
- (2) Birth date, if under 18 years, and designation as a minor.
- (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded. Meal periods during which operations cease and authorized rest periods need not be recorded.
- (4) Total wages paid each payroll period, including value of board, lodging, or other compensation actually furnished to the Employee.
- (5) Total hours worked in the payroll period and applicable rates of pay. This information shall be made readily available to the employee upon reasonable request.
- (6) When a piece rate or incentive plan is in operation, piece rates or an explanation of the incentive plan formula shall be provided to employees. An accurate production record shall be maintained by the employer.

Labor Code section 1198 prohibits employers from employing their employees under conditions prohibited by the Wage Order.

The Plumbing Wholesale Outlet Employers failed to compensate Carter and all of the other Aggrieved Employees for all hours worked at the correct rates of pay, including , and related compensation. As a result, The Plumbing Wholesale Outlet Employers have failed to accurately maintain all records required by section 1174 and the Wage Order, including but not limited to Carter and all of the other Aggrieved Employees' total hours worked, total wages paid, and applicable hourly rates during each payroll period. Accordingly, Carter seeks civil penalties on behalf of himself and all of the other Aggrieved Employees as follows:

1. \$500 for each aggrieved employee for each violation of Labor Code section 1174 (penalties set by Labor Code section 1174.5); and

LWDA / The Plumbing Wholesale Outlet Employers

Re: Allen Carter

12/19/2025

Page 20 of 20

2. \$100 for each aggrieved employee for each initial violation of Labor Code section 1198, and \$200 for each Aggrieved Employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)).

Conclusion

As noted above, this letter constitutes the required notice under the Labor Code Private Attorneys General Act of 2004. Please be advised that Allen Carter will seek both reasonable attorneys' fees and costs under Labor Code section 2699(g)(1) in a civil action should the LWDA decline to pursue this matter. This letter also serves as a formal notice under the catalyst theory and Code of Civil Procedure section 1021.5 to resolve this matter before litigation.

Sincerely,



David Glenn Spivak Esq.

david@spivaklaw.com

cc: Mr. Allen Carter

Mr. Walter L. Haines Esq.
United Employees Law Group
8605 Santa Monica Bl.
PMB 63354
West Hollywood CA 90069
walter@uelglaw.com

Plumbing Wholesale Outlet, Inc.
c/o Ms. Diana Friedland Esq.
Bernstein & Friedland, P.C.
16000 Ventura Blvd Ste 1000
Encino, CA 91436-2762
diana@laemploymentcounsel.com

State of California,
County of Los Angeles

2. I am familiar with the practice of The Spivak Law Firm, for collection and processing of correspondence for mailing with the United States Postal Service. It is the practice that correspondence is deposited with the United States Postal Service the same day it is submitted for mailing.

Steven Gallagher
FOX ROTHSCHILD LLP
Constellation Place
10250 Constellation Blvd., Suite 900
Los Angeles, CA 90067
steven.gallagher@foxrothschild.com

XXXX (BY EMAIL) I caused the documents to be sent to the persons at the electronic service addresses listed above from my electronic service address nora@spivaklaw.com.

____ (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

NORA GREER