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ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

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Clerk of the Superior Court
By Sophia Felix, Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

MIKE MORENO, individually and on behalf of
all others similarly situated and the State of
California under the Private Attorneys General
Act,

Plaintiff,

vs.

CEMAK TRUCKING, INC. and DOES 1
through 50, inclusive,

Defendants.

Case No. 37-2023-00042799-CU-OE-CTL

**REPRESENTATIVE ACTION
COMPLAINT**

1. Civil Penalties under the Private Attorneys
General Act (Labor Code §§ 2698 *et seq.*)

1 Plaintiff MIKE MORENO, individually and on behalf of all others similarly situated and the
2 State of California under the Private Attorneys General Act (“Plaintiff”) brings this
3 REPRESENTATIVE ACTION COMPLAINT against Defendants CEMAK TRUCKING, INC. and
4 DOES 1 through 50, inclusive (collectively “Defendants”), alleging as follows:

5 **INTRODUCTION**

6 1. This is a representative action brought under the California Private Attorneys General
7 Act (Labor Code sections 2698 *et seq.*)

8 2. Defendants underpaid the aggrieved employees’ wages by failing to include all forms
9 of remuneration, including shift differentials, into the regular rate of pay calculation for their hourly,
10 overtime, sick, and premium wages.

11 3. Defendants also failed to maintain compliant meal and rest period policies and
12 practices, resulting in a failure to pay all wages and premiums owed to the aggrieved employees at the
13 lawful rate.

14 4. Defendants’ employment policies and practices and payroll administration systems
15 enabled and facilitated these violations on a company-wide basis with respect to the aggrieved
16 employees.

17 **JURISDICTION & VENUE**

18 5. Jurisdiction of this action is proper in this Court under Article VI, Section 10 of the
19 California Constitution as the causes of action are premised upon violations of California law.

20 6. The monetary damages and restitution sought exceed the minimal jurisdiction limits of
21 the Superior Court.

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

26 8. Venue is proper in this Court under Code of Civil Procedure sections 393(a), 395,
27 and/or 395.5 because, upon information and belief, Defendants conduct business and committed some
28 of the alleged violations in this county.

PARTIES

A. Plaintiff Mike Moreno

9. Plaintiff Moreno is an individual over 18 years of age who worked for Defendants in California as a non-exempt employee from about March 1, 2023 to May 29, 2023. Plaintiff worked as a Class A Driver.

10. The State of California, via the Labor and Workforce Development Agency (“LWDA”), is the real party in interest in this action. (*Kim v. Reins Int’l California, Inc.* (2020) 9 Cal. 5th 73, 81 [The “government entity on whose behalf the plaintiff files suit is always the real party in interest.”])

B. Defendants

11. Defendant Cemak Trucking, Inc. is a California corporation that maintains operations and conducts business throughout the State of California, including in this county.

12. The true names and capacities, whether individual, corporate, or otherwise, of the parties sued as DOES 1 through 50, are presently unknown, unascertainable, or uncertain, and are sued by such fictitious names under Code of Civil Procedure section 474. Upon information and belief, each of DOES 1 through 50 constitutes a legal employer or is otherwise legally responsible in some manner for the acts and omissions alleged herein. This Complaint may be amended to reflect their true names and capacities once ascertained.

13. Upon information and belief, Defendants in this action are employers, co-employers, joint employers, and/or part of an integrated employer enterprise, as each of the Defendants exercised control over the wages, hours, and working conditions of the employees, suffered and permitted them to work, and otherwise engaged them as employees under California law.

14. Upon information and belief, at least some of the Defendants have common ownership, common management, interrelationship of operations, and centralized control over labor relations and are therefore part of an integrated enterprise and thus jointly and severally responsible for the acts and omissions alleged herein, including pursuant to Labor Code sections 558, 558.1, and 1197.1.

15. Upon information and belief, Defendants acted in all respects pertinent to this action as an alter-ego, agent, servant, joint employer, joint venturer, co-conspirator, partner, in an integrated

enterprise, or in some other capacity on behalf of all other co-defendants, such that the acts and omissions of each defendant may be legally attributable to all others.

GENERAL ALLEGATIONS

16. Plaintiff and the aggrieved employees worked for Defendants and were compensated on an hourly basis as nonexempt employees. Defendants were required to pay Plaintiff and aggrieved employees according to protections set forth in the California Labor Code.

17. In addition to hourly compensation, Defendants paid Plaintiff and the aggrieved employees' other forms of non-discretionary remuneration, including, but not limited to, shift differentials, which were not included in the regular rate of pay for purposes of overtime, meal and rest periods, and paid sick leave.

18. Specifically, shift differentials were earned for driving late at night, but these additional sums were not factored into the regular rate of pay for purposes of premium pay, overtime, and sick pay. Instead, Defendants paid the aggrieved employees' overtime, paid sick hours, and meal and rest period premiums at their base hourly rate (or multiple thereof), resulting in an underpayment of wages.

19. For example, in the pay period from May 1, 2023, to May 14, 2023, Plaintiff's wage statement shows he earned \$102.47 in "Night Premiums" or shift differentials and worked 36 hours of overtime. Overtime was improperly paid at 1.5x his straight hourly rate, rather than 1.5x his regular rate of pay, which would have included the shift differentials.

20. Further, Defendants also had an unlawful policy and practice of not paying doubletime for shifts over 12 hours and instead paid these hours at the overtime rate, rather than 2.0x the regular rate of pay.

21. Defendants additionally failed to pay meal and rest period premiums to Plaintiff and the aggrieved employees at the regular rate of compensation for late, short, and missed meal periods, including second meal periods, or for unauthorized rest breaks.

22. To the extent meal and rest period premiums were paid, Defendants improperly excluded some forms of additional remuneration, such as shift differentials from the calculation of premium pay. Instead, Defendants paid these premiums to Plaintiff and the aggrieved employees at their respective base hourly rates.

23. Defendants failed to comply with California's paid sick leave laws with respect to the aggrieved employees by failing to pay sick leave at the regular rate of compensation in violation of Labor Code sections 248.6 and 248.7. Defendants underpaid sick pay by paying only the base hourly rate, exclusive of shift differentials and other bonus remuneration.

24. Because of these violations, Defendants failed to provide accurate itemized wage statements to the aggrieved employees that included that accurate total gross or net wages earned, as the employees earned overtime pay and premiums were not paid at the lawful rate in light of the regular rate violations.

25. Likewise, overtime and double-time were also paid at inaccurate hourly wage rates (*i.e.* multiple if the base rate for overtime instead of the regular rate, or the overtime rate instead of the double-time rate) which violates the wage statement requirement to include the correct hourly rate in effect each pay period along with the correct number of hours. Therefore, Defendants have provided inaccurate and non-complaint wage statements to the aggrieved employees.

26. These violations create derivative liability for failure to pay all wages owed each payday or upon separation of employment.

27. Through this action, Plaintiff seeks to enforce the rights to the State of California, through the LWDA, to enforce the Labor Code and collect civil penalties for Defendants' Labor Code violations.

FIRST CAUSE OF ACTION

CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT

Violation of Labor Code §§ 2698 *et seq.*

(By Plaintiff on Behalf of the State and the Aggrieved Employees Against All Defendants)

28. All outside paragraphs of this Complaint are incorporated into this section.

29. Plaintiff brings this cause of action as a proxy for the State of California on behalf of the following “aggrieved employees” pursuant to the Private Attorneys General Act (“PAGA”), codified as Labor Code section 2698 *et seq.*:

1 a. All current and former non-exempt employees who worked for Defendants in
2 California at any time from one year prior to the postmark date of the initial
3 PAGA notice through date of trial.

4 30. Plaintiff reserves the right to amend, supplement, or add to this description of the
5 aggrieved employees, according to proof.

6 31. The State of California, via the Labor and Workforce Development Agency
7 (“LWDA”), is the real party in interest in this action with respect to this cause of action. (*Kim v. Reins*
8 *Int’l California, Inc.* (2020) 9 Cal. 5th 73, 81 [The “government entity on whose behalf the plaintiff
9 files suit is always the real party in interest.”])

10 32. Labor Code section 2699(a) provides: “Notwithstanding any other provision of law,,
11 any provision of this code that provides for a civil penalty to be assessed and collected by the Labor
12 and Workforce Development Agency or any of its departments, divisions, commissions, boards,
13 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil
14 action brought by an aggrieved employee on behalf of himself or herself and other current or former
15 employees pursuant to the procedures specified in Section 2699.3. “

16 33. Labor Code section 2699(f) provides: “For all provisions of this code except those for
17 which a civil penalty is specifically provided, there is established a civil penalty for a violation of these
18 provisions, as follows: ... (2) If, at the time of the alleged violation, the person employs one or more
19 employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period
20 for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for
21 each subsequent violation.”

22 34. Any allegations regarding violations of the IWC Wage Orders are enforceable as
23 violations of Labor Code section 1198, which states: “[t]he employment of any employee for longer
24 hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

25 35. Labor Code section 2699.3 sets forth the procedure for commencing an action for civil
26 penalties under the PAGA.

27 36. On or about **June 29, 2023**, Plaintiff paid the requisite PAGA filing fee and provided
28 written notice (by online electronic filing with the LWDA and by certified mail to Defendants) of

Defendants' alleged Labor Code violations, including the facts and theories to support the alleged violations.

37. A true and correct copy of Plaintiff's written PAGA notice, entitled "Notice of Labor Code Violations" is attached hereto as Exhibit 1 and incorporated by reference as though fully set forth herein (the "PAGA notice").

38. To date, neither Plaintiff nor Plaintiff's counsel has received a response to Plaintiff's written PAGA notice from the LWDA.

39. Within 33 calendar days of the postmark date of the notice sent by Plaintiff, neither Plaintiff nor Plaintiff's counsel has received written notice by certified mail from any defendant providing a description of any actions taken to cure the alleged violations.

40. Now that at least 65 days have passed from Plaintiff notifying Defendants of these violations, without notice of cure from Defendants or notice from the LWDA of its intent to investigate the alleged allegations and issue the appropriate citations to Defendants, Plaintiff exhausted all prerequisites and commenced this civil action under Labor Code section 2699 *et seq.*

41. As set forth in the PAGA notice attached as Exhibit 1 and incorporated into this Complaint, Defendants committed the following violations and are liable for all corresponding civil penalties:

- a. ***Unpaid Overtime.*** Violation of Labor Code §§ 510, 1194, 1198; IWC Wage Orders.
- b. ***Unpaid Paid Sick Leave.*** Violation of Labor Code §§ 246 through 248.7.
- c. ***Unpaid Meal Period Premium Wages.*** Violation of Labor Code §§ 226.7, 512, 1198; IWC Wage Orders.
- d. ***Unpaid Rest Period Premium Wages.*** Violation of Labor Code §§ 226.7, 516, 1198; IWC Wage Orders.
- e. ***Untimely Payment of Wages During Employment.*** Violation of Labor Code §§ 204, 204b, 210.
- f. ***Untimely Payment of Wages Upon Separation of Employment.*** Violation of Labor Code §§ 201, 202, 203, 256.

g. ***Non-Compliant Wage Statements.*** Violation of Labor Code §§ 226, 226.3.

h. ***Failure to Maintain Accurate Records.*** Violation of Labor Code § 1174; IWC Wage Orders.

42. Plaintiff seeks to collect all recoverable civil penalties for the Labor Code violations alleged in this Complaint and the PAGA notice (including amendments thereto) against Defendants pursuant to Labor Code section 2699(a) and (f), in addition to attorneys' fees, costs, and interest to the extent permitted by law, including under Labor Code section 2699(g).

PRAYER

Plaintiff prays for judgment as follows:

- a. For recovery of damages in amount according to proof;
- b. For all recoverable pre- and post-judgment interest;
- c. For recovery of all civil and statutory penalties and liquidated damages;
- d. For disgorgement of all amounts wrongfully obtained;
- e. For this action to be maintained as a representative action under the PAGA;
- f. For Plaintiff and counsel of record to be provided with all enforcement capability as if the action were brought by the State of California or the California Division of Labor Enforcement;
- g. For recovery of all civil penalties and other recoverable amounts under the PAGA;
- h. For restitution and injunctive relief;
- i. For reasonable attorneys' fees and costs of suit, including expert fees, to the extent permitted by law, including (without limitation) under Labor Code §§ 218.5, 226, 1194, 2699, and Code of Civil Procedure section 1021.5; and
- j. For such other relief the Court deems just and proper.

Dated: October 3, 2023

Ferraro Vega Employment Lawyers, Inc.



Nicholas J. Ferraro

Attorneys for Plaintiff Mike Moreno

EXHIBIT 1

Notice of Labor Code Violations

FERRARO VEGA

SAN DIEGO EMPLOYMENT LAWYERS

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June 29, 2023

NOTICE OF LABOR CODE VIOLATIONS CALIFORNIA LABOR CODE SECTIONS 2698 *et seq.*

VIA CERTIFIED U.S. MAIL
- Electronic Return Receipt -

Cemak Trucking, Inc.
4621 Teller Ave. Suite 130
Newport Beach, California 92660

- PAGA Notice & Filing Fee -
Submitted electronically to the Labor and
Workforce Development Agency

Dear LWDA Officer and Company Representatives:

This letter serves as written notice under Labor Code section 2699.3 on behalf of **MIKE MORENO** (“Plaintiff(s)”) and all other “aggrieved employees” of the following “Defendant(s)”:

CEMAK TRUCKING, INC.

Defendant(s) shall mean and include the foregoing in addition to any other related employer entities, individuals under Labor Code sections 558 and 558.1, and all others who may be later added upon further investigation and discovery as liable employers.

This office serves as legal counsel for Plaintiff. If the California Labor and Workforce Development Agency (“LWDA”) does not investigate the facts, allegations, and violations set forth in this notice within the statutorily prescribed 65-day period under Labor Code section 2699.3, Plaintiff intends to commence a civil action against Defendants as a proxy and agent of the State of California under the Private Attorneys General Act (“PAGA”). “PAGA allows an ‘aggrieved employee’—a person affected by at least one Labor Code violation committed by an employer—to pursue penalties for all the Labor Code violations committed by that employer.” *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal. App. 5th 745, 751; *Kim v. Reins International California, Inc.* (2020) 9 Cal. 73, 79. Plaintiff maintains standing to pursue these claims against Defendants, as Plaintiff experienced one or more of the alleged violations during the relevant statutory period, which continue through the present date. *Cf. Johnson v. Maxim Healthcare Servs., Inc.*, 281 Cal. Rptr. 3d 478, 481 (Cal. Ct. App. 2021).

Through this notice, Plaintiff requests that Defendants complete an internal investigation and audit of the wage and hour and employment practices at issue and make a good faith effort to correct any violations. Plaintiff attempts to identify the non-compliant policies and practices affecting the aggrieved employees so that the parties may resolve the underlying damages and penalties in judgment or settlement approved by the Superior Court of California under Labor Code section 2699(k). Defendants are notified that any attempt to resolve this case should be conducted in coordination with Plaintiff's counsel to protect the interests of Plaintiff, the aggrieved employees, and the State of California via the LWDA. Plaintiff advises Defendants this letter should be also considered a reasonable attempt at settlement of this matter, subject to an exchange of additional documents and information. *Graham v. Daimler Chrysler Corp.* (2004) 24 Cal. 4th 553, 561.

- BACKGROUND -

Defendants employed Plaintiff during the PAGA Period in the position of Class A Driver from about March 2023 to May 2023. During their employment Plaintiff and the other aggrieved employees were subject to the wage and hour and employment protections set forth in the California Labor Code and IWC Wage Orders.

Through this notice, Plaintiff informs the LWDA of the Labor Code violations set forth herein. The “aggrieved employees” include Plaintiff and the following individuals:

All current and former non-exempt employees who worked for Defendants in the State of California during one-year period preceding the date of this notice through the current date and the date of trial in any pending action (the “aggrieved employees” and the “PAGA Period”).

Plaintiff reserves the right to expand or narrow the definition of the “aggrieved employees” in the forthcoming civil action. Furthermore, Plaintiff seeks all recoverable civil penalties for Defendants’ violations and reserves the right to supplement this notice as further investigation is completed and further facts, witnesses, and violations are uncovered.

- PAGA CLAIMS –

Unpaid Overtime

Violation of Labor Code §§ 510, 1194, 1198; IWC Wage Orders

Defendants violated Labor Code sections 510, 1194, and 1198, along with the “Hours and Days of Work” sections of the applicable IWC Wage Orders with respect to the aggrieved employees.

Labor Code section 510 requires “[a]ny 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;” and “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,” and “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.” Labor Code section 1194 renders it unlawful for an employee to receive less than the legal overtime rate for overtime hours worked in California. Labor Code section 1198 renders “employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]” unlawful. The IWC Wage Orders further require payment of overtime wages for all overtime hours worked, including the “Hours and Days of Work” sections.

Defendants failed to pay Plaintiff and the aggrieved employees overtime wages at the lawful rate of pay for overtime hours worked, resulting in unpaid overtime wages. Plaintiff and the aggrieved employees earned multiple forms of non-discretionary remuneration outside of their base hourly rate, including shift differentials for driving late at night. However, when Plaintiff and the aggrieved employees simultaneously earned extra remuneration, like shift differentials, and overtime wages in the same pay period, Defendants based the overtime rate on only the Plaintiff’s base hourly rate, rather than the lawful regular rate of pay. An illustrative example of Defendants’ unlawful overtime calculations is below:

Cemak Trucking Inc						Earnings Statement	
Mike Moreno							
Employee ID	801991	Fed Taxable Income	2,786.63	Check Date	May 19, 2023	Voucher Number	8480
Location	6000-110	Fed Filing Status	S	Period Beginning	May 1, 2023	Net Pay	2,188.57
Hourly	\$24.00	State Filing Status	S-1	Period Ending	May 14, 2023	Total Hours Worked	98.31
Earnings	Rate	Hours	Amount	YTD			
Night Prem	1.50	26.31	39.47	141.63			
Night Prem	1.00	72.00	72.00	215.76			
OT-NW-PI				7.55			
OT-PI				32.40			
Overtime	36.00	26.31	947.16	4,584.10			
PTO				200.95			
Reg-PI				72.00			
Regular	24.00	72.00	1,728.00	7,075.48			
Gross Earnings		196.62	2,786.63	12,329.87			
Taxes			Amount	YTD			
CA			121.33	496.30			
CASDI-E			25.08	110.97			
FITW			238.47	934.19			
MBD			40.41	178.78			
SS			172.77	764.45			
Taxes			598.06	2,484.69			
				Deductions	Amount	YTD	
				Personal Device		-40.00	
						-40.00	
				Direct Deposits	Type Account	Amount	
				NAVY FEDERAL CREDIT UNION	C ***6307	2,188.57	
				Total Direct Deposits		2,188.57	
				Available	Time Off	to Use	Available
				PTO New	7.13	8.00	

Plaintiff’s wage statement from 5/19/2023 showing night premium shift differentials totaling \$102.47, but Plaintiff’s overtime rate was calculated based only on his base rate of \$24 (\$24 x 1.5 = \$36).

Due to Defendants’ failure to correctly calculate the regular rate of pay for overtime, Plaintiff and the aggrieved employees were underpaid overtime wages in each and every pay period that the employees simultaneously earned shift differentials or other bonus remuneration and overtime wages.

Additionally, Defendants maintained a policy and practice of paying only overtime rates (1.5x) rather than double-time rates (2x) for shifts that exceeded 12 hours. For example, as seen below on Plaintiff's shift report for March 27, 2023, Plaintiff reports beginning his shift at 1:00 AM, and ending the shift at 5:15 PM, totaling over 16 hours.

LONG BEACH & DISPATCH ON CALL
7061 / (800) 540-0070
DISPATCH (561) 276-8901

CEMAK TRUCKING, INC.

DISPATCH (310) 764-5031
DISPATCH FAX (310) 764-1184
MAIN SHOP (562) 790-3650

NAME Mike Moreno ID # _____ YARD 045 SHIFT D / N
TRUCK # 387 TRAILER #S B539 B8539 DAY Monday DATE 03/27/23

THE COMPANY PROVIDED ME THE OPPORTUNITY TO TAKE TIMELY 30 MINUTE OFF DUTY MEAL PERIODS TODAY.
SIGNATURE: _____

IF YOU WORK MORE THAN 5 HOURS TODAY, YOU MUST TAKE AND RECORD A 30 MINUTE OFF DUTY UNPAID MEAL PERIOD BEFORE YOU START YOUR 6TH HOUR OF WORK.
IF YOU WORK MORE THAN 10 HOURS TODAY AND YOU DID TAKE AND RECORD YOUR FIRST 30 MINUTE OFF DUTY UNPAID MEAL PERIOD TODAY, YOU HAVE A CHOICE WHETHER TO TAKE A SECOND 30 MINUTE OFF DUTY UNPAID MEAL PERIOD BEFORE YOU START YOUR 11TH HOUR OF WORK. HOWEVER, IF YOU DID NOT TAKE AND RECORD YOUR FIRST 30 MINUTE OFF DUTY MEAL PERIOD, YOU MUST TAKE SUCH MEAL PERIOD BEFORE YOU START YOUR 11TH HOUR OF WORK.
IF YOU WORK MORE THAN 12 HOURS TODAY, YOU MUST HAVE TAKEN AND RECORDED TWO 30 MINUTE OFF DUTY MEAL PERIODS BEFORE YOU START YOUR 13TH HOUR OF WORK

RECORD THE START AND END TIMES FOR SUCH MEAL PERIODS HERE AND ON YOUR TABLET
START: 1:15 AM END: 1:45 AM (YOU MUST BE 30 MINUTES OFF DUTY)
START: 1:30 PM END: 2:00 PM (YOU MUST BE 30 MINUTES OFF DUTY)

REST PERIODS TODAY: YOU HAVE THE RIGHT TO TAKE A 10 MINUTE PAID OFF DUTY REST PERIOD FOR EVERY 4 HOURS OR MAJOR FRACTION THEREOF THAT YOU WORK TODAY. (EXAMPLE: 1 REST BREAK IF YOU WORK AT LEAST 3 1/2 HOURS, 2 REST BREAKS IF YOU WORK MORE THAN 6 HOURS; AND 3 REST BREAKS IF YOU WORK MORE THAN 10 HOURS.)

IF YOU WERE PREVENTED FROM TAKING ANY OFF DUTY UNPAID MEAL PERIOD OR OFF DUTY PAID REST PERIOD YOU WANTED TO TAKE, SIGN HERE _____, EXPLAIN THE CIRCUMSTANCES: _____

AND CALL HUMAN RESOURCES AT (949) 253-2800 (EXT.#372) SO THE PROBLEM CAN BE REMEDIED.

ARRIVAL TIME: 1:00 AM

REASON FOR ADJUSTMENT/CORRECTION:
☐ TRUCK NOT AVAILABLE
☐ DRIVER MEETING
☐ DEVICE NOT WORKING
☐ OTHER _____

EMPLOYEE SIGNATURE: _____ AUTHORIZED BY: _____

DEPARTURE TIME: 5:15 PM

REASON FOR ADJUSTMENT/CORRECTION:
☐ DRIVER MEETING
☐ AUTOMATICALLY LOGGED OUT BEFORE POST TRIP WAS COMPLETED
☐ DEVICE NOT WORKING
☐ OTHER _____

EMPLOYEE SIGNATURE: _____ AUTHORIZED BY: _____

However, on Plaintiff's wage statement below for the pay period including March 27, 2023, Defendants did not pay any double-time wages in violation of Labor Code section 510. Instead, Defendants paid Plaintiff and the aggrieved employees overtime wages at only the 1.5 base rate multiplier, even for shifts over 12 hours.

Cemak Trucking Inc									
Mike Moreno					Earnings Statement				
Employee ID	801991	Fed Taxable Income	2,086.41	Check Date	April 7, 2023	Voucher Number	8089		
Location	6000-120	Fed Filing Status	S	Period Beginning	March 20, 2023	Net Pay	1,764.89		
Hourly	\$20.00	State Filing Status	S-1	Period Ending	April 2, 2023	Total Hours Worked	87.70		

Earnings	Rate	Hours	Amount	YTD
Night Prem	1.13	25.70	28.91	28.91
Night Prem	0.75	62.00	46.50	46.50
Overtime	30.00	25.70	771.00	1,348.50
Regular	20.00	62.00	1,240.00	2,300.00
Gross Earnings		175.40	2,086.41	3,723.91

Taxes	Amount	YTD
CA	52.07	94.86
CASDI-E	18.78	33.52
FITW	101.06	148.26
MED	30.25	53.99
SS	129.36	230.89
Taxes	341.52	561.52

Deductions	Amount	YTD
Personal Device	-20.00	-20.00
Deductions	-20.00	-20.00

Direct Deposits	Type Account	Amount
NAVY FEDERAL CREDIT UNION	C ***6307	1,764.89
Total Direct Deposits		1,764.89

Time Off	Available	to Use	Available
PTO New	5.34		0.00

Plaintiff's wages statement spanning pay period 3/20/2023 to 4/2/2023, including Plaintiff's 16+ hour shift on 3/27/2023, but the wage statement shows no double-time wages paid.

These overtime wages were not only set at the incorrect multiplier, but the wages were also deflated due to the aforementioned incorrect regular rate of pay calculations. Therefore, Plaintiff and the aggrieved employees received significantly underpaid overtime and double-time for all shifts in excess of 8 and 12 hours, respectively.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, as provided under Labor Code sections 558 (\$50/\$100), 1199 / "Penalties" section of the IWC Wage Orders) (\$50/\$100), and 2699 (\$100/\$200) per violation per pay period per employee, along with all other civil penalties permitted by law.

Unpaid Paid Sick Leave **Violation of Labor Code §§ 246 through 248.7**

Defendants violated Labor Code sections 246 through 248.7 with respect to the aggrieved employees.

Labor Code section 246 requires employers to provide paid sick leave to its workforce on the terms set forth in the statute. Employers must comply with the accrual, use, and notice provisions of Labor Code sections 246, 246.5, 247, and must further ensure that they maintain the paid sick leave records required by Labor Code section 247.5. Employers have the option of providing 24 hours of paid sick leave to employees or to allow employees to accrue paid sick leave each pay period. If an employer chooses the accrual method, employees must accrue sick leave at a rate of one hour for every thirty hours worked in a given pay period as set forth in Labor Code section 246(b)(1). Under the accrual method, employees must begin accruing paid sick leave at the commencement of employment.

Employers must pay sick leave in accordance with one of the three permissible methods provided in Labor Code section 246(l): (1) “the same manner as the regular rate of pay for the workweek;” (2) “by dividing the employee’s total wages, not including overtime premium pay, by the employee’s total hours worked in the full pay periods of the prior 90 days;” or (3) “for exempt employee ... in the same manner as the employer calculates wages for other forms of paid leave time.” Labor Code sections 248.6 and 248.7 similarly require paid sick leave to be paid at a regular rate-based calculation in excess of the base hourly rate and at the lawful accrual rate.

Under Labor Code section 246(i), employers must provide employees “with written notice of the amount of paid sick leave available ... for use on either the employee’s itemized wage statement ... or in a separate writing provided on the designated pay date with the employee’s payment of wages.”

Defendants elected to use an accrual method of general paid time off, available for Plaintiff and the aggrieved employees to use for sick pay purposes as seen on the below notices.

B. USING PAID TIME OFF

You can use your earned paid time off either for sick leave or vacation purposes in accordance with the following guidelines:

1- Use for sick leave purposes

Beginning on the 90th day of your employment, you can use your earned paid time off

- a- for the diagnosis, care, or treatment of a health condition or preventative care for yourself or a family member. Your family member includes your child (biological, adopted, foster, or step), spouse, grandparent, grandchild, and sibling, and the parent, stepparent, and legal guardian of you or your spouse or registered domestic partner, and for any other individual related by blood or affinity whose close association with you is the equivalent of a family relationship, or
- b- if you are a victim of domestic violence, sexual assault, or stalking,

You must give notice of your need for such sick leave as soon as practical after the need arises, and the company may require reasonable verification of such sick leave usage. Sick leave should normally be used in full day increments, but can be used in increments of at least 2 hours if you verify that the reason for such partial day absence qualifies under a or b above.

Defendant’s Paid Time Off Policy, showing that PTO may be used for sick pay purposes after the 90th day of employment.

PAID SICK LEAVE	
Unless exempt, the employee identified on this notice is entitled to minimum requirements for paid sick leave under state law which provides that an employee:	
a.	May accrue paid sick leave and may request and use up to 3 days or 24 hours of accrued paid sick leave per year;
b.	May not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and
c.	Has the right to file a complaint against an employer who retaliates or discriminates against an employee for
	1. requesting or using accrued sick days;
	2. attempting to exercise the right to use accrued paid sick days;
	3. filing a complaint or alleging a violation of Article 1.5 section 245 et seq. of the California Labor Code;
	4. cooperating in an investigation or prosecution of an alleged violation of this Article or opposing any policy or practice or act that is prohibited by Article 1.5 section 245 et seq. of the California Labor Code.
The following applies to the employee identified on this notice: (Check one box)	
☐	1. Accrues paid sick leave only pursuant to the minimum requirements stated in Labor Code §245 et seq. with no other employer policy providing additional or different terms for accrual and use of paid sick leave.
☒	2. Accrues paid sick leave pursuant to the employer's policy which satisfies or exceeds the accrual, carryover, and use requirements of Labor Code §246.
☐	3. Employer provides no less than 24 hours (or 3 days) of paid sick leave at the beginning of each 12-month period.
☐	4. The employee is exempt from paid sick leave protection by Labor Code §245.5. (State exemption and specific subsection for exemption): _____

Defendant's Paid Sick Leave notice provided to Plaintiff and the aggrieved employees upon hire displaying Defendant's election of the accrual method

However, on information and belief, Defendants failed to comply with California's paid sick leave laws with respect to the aggrieved employees by failing to pay sick leave at the regular rate of compensation in violation of Labor Code sections 248.6 and 248.7. Plaintiff believes and alleges that when Plaintiff or the aggrieved employees utilized the paid time off, which was designated to act as sick pay, Defendants underpaid sick pay by paying only the base hourly rate, exclusive of shift differentials and other bonus remuneration.

Furthermore, in violation of Labor Code section 1198 and local or city sick pay ordinances, Defendants' sick pay accrual rate was below the accrual rates required by law, including by San Diego's Earned Sick Pay Ordinance.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees as provided under Labor Code section 2699 (\$100/\$200) per violation per pay period per employee, along with all other civil penalties permitted by law.

Unpaid Meal Period Premium Wages
Violation of Labor Code §§ 226.7, 512, 1198; IWC Wage Orders

Defendants violated Labor Code sections 226.7, 512, and 1198, along with the related sections of the IWC Wage Orders with respect to the aggrieved employees.

Labor Code section 512 and the IWC Wage Orders require that employers provide an uninterrupted 30-minute meal period after no more than five hours of work and a second meal period after no more than 10 hours of work. *See Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal. 4th 1004, 1049. Labor Code section 226.7 requires that if a meal period is late, missed,

short, or interrupted, the employer must pay one additional hour of pay at the employee's "regular rate" of compensation. *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858, 862 ("We hold that the terms are synonymous: "regular rate of compensation" under section 226.7(c), like "regular rate of pay" under section 510(a), encompasses all nondiscretionary payments, not just hourly wages"). "[T]ime records showing noncompliant meal periods raise a rebuttable presumption of meal period violations, including at the summary judgment stage." *Donohue v. AMN Services, LLC* (2021) 11 Cal. 5th 58, 61. Labor Code section 1198 renders "employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]" unlawful. The IWC Wage Orders, including Section 11 (Meal Periods), further require one uninterrupted 30-minute meal period after no more than five hours of work and a second meal period after no more than 10 hours of work and an additional hour of pay at the employee's regular rate of compensation for each workday that a compliant meal period is not provided. Pursuant to Section 11(A) of the IWC Wage Orders, the California Supreme Court has held that the on-duty meal period exception is "exceedingly narrow" and applies only when (1) "the nature of the work prevents the employee from being relieved of all duty" and (2) *both* "the employer and employee have agreed, in writing, to the on-duty meal period." *Augustus v. AMB Security Services, Inc.* (2016) 2 Cal. 5th 257, 266-276 (emphasis added). If these two requirements are not met, then the employer owes the employee one hour of premium pay for each non-compliant meal period taken under the purported on-duty meal arrangement. *Naranjo v. Spectrum Security Services, Inc.* (2019) 40 Cal. 5th 444, 459.

When Plaintiff or the aggrieved employees' meal periods were late, short, missed, and/or interrupted, Defendants did not pay the aggrieved employees their due meal period premiums. An illustrative example is Plaintiff's timesheet below, which reports his meal period beginning after the fifth hour of his near-ten hour workday, followed by Plaintiff's wage statement for the same time period showing no meal premium paid.

CEMAK TRUCKING, INC.
 NAME: Mike Moreno ID: 801991 YARD: 0147 SHIFT: D
 TRUCK: 593 TRAILER: B510 B8510 DAY: Thursday DATE: 05/15/23
 THE COMPANY PROVIDED ME THE OPPORTUNITY TO TAKE THIRTY (30) MINUTE OFF DUTY MEAL PERIODS TODAY.
 SIGNATURE: [Signature]
 IF YOU WORK MORE THAN 8 HOURS TODAY, YOU MUST TAKE AND RECORD A 30 MINUTE OFF DUTY UNPAID MEAL PERIOD BEFORE YOU START YOUR 8TH HOUR OF WORK.
 IF YOU WORK MORE THAN 10 HOURS TODAY AND YOU DO NOT TAKE AND RECORD YOUR FIRST 30 MINUTE OFF DUTY UNPAID MEAL PERIOD TODAY, YOU HAVE A CHOICE WHETHER TO TAKE A SECOND 30 MINUTE OFF DUTY UNPAID MEAL PERIOD BEFORE YOU START YOUR 11TH HOUR OF WORK. HOWEVER, IF YOU DO NOT TAKE AND RECORD YOUR FIRST 30 MINUTE OFF DUTY MEAL PERIOD, YOU MUST TAKE SUCH MEAL PERIOD BEFORE YOU START YOUR 11TH HOUR OF WORK.
 IF YOU WORK MORE THAN 12 HOURS TODAY, YOU MUST HAVE TAKEN AND RECORDED TWO 30 MINUTE OFF DUTY MEAL PERIODS BEFORE YOU START YOUR 13TH HOUR OF WORK.
 RECORD THE START AND END TIMES FOR EACH MEAL PERIOD HERE AND ON YOUR TABLET
 START: 8:10 PM END: 8:40 PM YOU MUST BE 30 MINUTES OFF DUTY
 REST PERIODS TODAY: YOU HAVE THE RIGHT TO TAKE A 30 MINUTE PAID OFF DUTY REST PERIOD FOR EVERY 4 HOURS OR MAJOR FRACTION THEREOF THAT YOU WORK TODAY. (EXAMPLE: 1 REST BREAK IF YOU WORK AT LEAST 2 1/2 HOURS, 2 REST BREAKS IF YOU WORK MORE THAN 5 HOURS, AND 3 REST BREAKS IF YOU WORK MORE THAN 8 HOURS.)
 IF YOU WERE PREVENTED FROM TAKING ANY OFF DUTY UNPAID MEAL PERIOD OR OFF DUTY PAID REST PERIOD YOU WANTED TO TAKE, SIGN HERE: [Signature] EXPLAIN THE CIRCUMSTANCES:
 AND CALL HUMAN RESOURCES AT (949) 253-2800 (EXT. 2073) SO THE PROBLEM CAN BE RESOLVED.
 ARRIVAL TIME: 2:50 PM
 REASON FOR ADJUSTMENT/CORRECTION: ☐ TRUCK NOT AVAILABLE ☐ DEVICE NOT WORKING
☐ DRIVER MEETING ☐ OTHER
 EMPLOYEE SIGNATURE: [Signature] AUTHORIZED BY:
 DEPARTURE TIME: 12:40 AM
 REASON FOR ADJUSTMENT/CORRECTION: ☐ TRUCK NOT AVAILABLE ☐ DEVICE NOT WORKING
☐ DRIVER MEETING ☐ AUTOMATICALLY LOGGED OUT BEFORE POST TRIP WAS COMPLETED
☐ OTHER
 EMPLOYEE SIGNATURE: [Signature] AUTHORIZED BY:

Plaintiff's time sheet for 5/15/2023 showing his only meal period beginning at 8:10 PM, more than five hours after his shift start at 2:50 PM that day.

Mike Moreno					Cemak Trucking Inc			Earnings Statement		
Employee ID	801991	Fed Taxable Income	2,664.21	Check Date	June 2, 2023	Check Number	37730	Net Pay	2,114.86	
Location	6000-110	Fed Filing Status	S	Period Beginning	May 15, 2023	Check Amount	2,114.86	Total Hours Worked	88.13	
Hourly	\$24.00	State Filing Status	S-1	Period Ending	May 28, 2023					

Earnings	Rate	Hours	Amount	YTD	Deductions	Amount	YTD
Night Prem	1.50	16.13	24.20	165.83	Personal Device		-40.00
Night Prem	1.00	72.00	72.00	287.76			-40.00
OT-NW-PI				7.55	Direct Deposits	Type Account	Amount
OT-PI				32.40	No Direct Deposits		
Overtime	36.00	16.13	580.68	5,164.78			
PTO	25.75	10.07	259.33	460.28			
Reg-PI				72.00			
Regular	24.00	72.00	1,728.00	8,803.48			
Gross Earnings		186.33	2,664.21	14,994.08			

Taxes	Amount	YTD
CA	110.03	606.33
CASDI-E	23.98	134.95
FITW	211.53	1,145.72
MED	38.63	217.41
SS	165.18	929.63
Taxes	549.35	3,034.04

Time Off	Available to Use	Available
PTO New	0.00	18.07

Plaintiff's wage statement spanning pay period 5/15/2023 to 5/28/2023, including Plaintiff's late meal break on 5/15/2023, showing no meal premiums paid.

Further, to the extent any meal period premiums were paid, the premiums were not paid at the lawful rate of pay but rather at a deflated rate, exclusive of shift differentials and other bonus remuneration. Due to the aforementioned unlawful regular rate of pay calculation, any meal period premiums would be underpaid.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees as provided under Labor Code section 2699 (\$100/\$200) per violation per pay period per employee, along with all other civil penalties permitted by law.

Unpaid Rest Period Premium Wages **Violation of Labor Code §§ 226.7, 516, 1198; IWC Wage Orders**

Defendants violated Labor Code sections 226.7, 516, and 1198, and the related sections of the IWC Wage Orders with respect to Plaintiff and the aggrieved employees.

Labor Code sections 226.7 and 516 and the IWC Wage Orders require that employers authorize and permit an uninterrupted 10-minute rest period for each four-hour period (or major fraction thereof) that an employee works. Labor Code section 226.7 requires that if a rest period is non-compliant, the employer must pay one additional hour of pay at the employee's "regular rate" of compensation. *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858, 862 ("We hold that the terms are synonymous: "regular rate of compensation" under section 226.7(c), like "regular rate of pay" under section 510(a), encompasses all nondiscretionary payments, not just hourly wages"). Labor Code section 1198 renders "employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]" unlawful. The IWC Wage Orders,

including Section 12 (Rest Periods), further require one uninterrupted 10-minute rest period for each four-hour period (or major fraction thereof) worked and an additional hour of pay at the employee's regular rate of compensation for each workday that a compliant rest period is not authorized or permitted.

On information and belief, when the aggrieved employees' rest periods were late, short, missed, and/or interrupted, Defendants did not pay the aggrieved employees their due rest period premiums. To the extent any rest period premiums were paid, the premiums were not paid at the lawful rate of pay but rather at a deflated rate, exclusive of shift differentials and other bonus remuneration. Due to the aforementioned unlawful regular rate of pay calculation, any rest period premiums would be underpaid.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, as provided under Labor Code section 2699 (\$100/\$200) per violation per pay period per employee, along with all other civil penalties permitted by law.

Untimely Payment of Wages During Employment **Violation of Labor Code §§ 204, 204b, 210**

Defendants violated Labor Code sections 204 and/or 204b and 210, as applicable, with respect to Plaintiff and the aggrieved employees.

Labor Code section 204(a) requires payment of "all wages" for non-exempt employees at least twice each calendar month. Labor Code section 204(d) states all wages due must be paid "not more than seven calendar days following the close of the payroll period." Labor Code section 204b applies to employees paid on a weekly basis and also requires the payment for all labor within the required pay periods. Labor Code section 210 provides "every person who fails to pay the wages of an employee as provided in Section ... 204 ... shall be subject to a civil penalty" of \$100 for an initial violation and \$200 plus 25% of the amount unlawfully withheld for a subsequent violation.

Because Defendants failed to pay all wages and premiums in each pay period in which such wages were earned at the lawful rate, Defendants violated Labor Code section 204 and/or 204b (for weekly employees, as applicable). Specifically, Defendants failed to include all forms of non-discretionary income, including shift differentials, into overtime and premium wage rates. Defendants violated Labor Code sections 204 and 204b by failing to pay all wages and premiums owed on the regular pay days scheduled each pay period within seven calendar days of the close of the payroll period, as a result of the policies and practices set forth in this notice.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees as provided under Labor Code section 2699 (\$100/\$200) per violation per pay period per employee, and Labor Code section 210 (\$100/\$200) per violation per pay period, along with all other civil penalties permitted by law.

Untimely Payment of Wages Upon Separation of Employment
Violation of Labor Code §§ 201, 202, 203, 256

Defendants violated Labor Code sections 201, 202, and 203 with respect to the aggrieved employees by failing to pay all wages and premiums owed upon termination of employment.

Labor Code section 201 requires that if an employer fires an employee, the wages must be paid immediately. Labor Code section 202 requires that if an employee quits without providing 72 hours' notice, his or her wages must be paid no later than 72 hours thereafter. Labor Code section 202 states that if an employee provides 72 hours' notice, the final wages are payable upon his or her final day of employment. Labor Code section 203 requires an employer who fails to comply with Labor Code sections 201 or 202 to pay a waiting time penalty for each employee, up to a period of 30 days additional compensation.

Defendants failed to pay all wages and premiums owed to aggrieved employees during their employment as set forth in this notice, and also failed to timely pay those amounts to departing employees upon separation of employment. Specifically, Defendants failed to include all forms of non-discretionary income, including shift differentials, into overtime and premium wage rates during employment, and thus underpaid these amounts upon separation as well. Defendants did not pay waiting time penalties for the late payments. As a result, Defendants violated Labor Code sections 201, 202, and 203.

As a result, Plaintiff may recover civil penalties on behalf of aggrieved employees and the State of California as provided under Labor Code section 2699 (\$100/\$200) per violation per pay period per employee, along with all other civil penalties permitted by law.

Non-Compliant Wage Statements
Violation of Labor Code §§ 226, 226.3

Defendants violated Labor Code sections 226(a) and 226.3 with respect to the aggrieved employees by failing to furnish itemized wage statements each pay period that accurately list all information required by Labor Code section 226(a)(1) through (9).

Labor Code section 226(a) requires an employer to furnish wage statements to employees semimonthly or at the time of each payment of wages, "an accurate itemized statement in writing showing:" (1) gross wages earned, (2) total hours worked, (3) the number of piece rate units earned and applicable piece-rate in effect, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the pay period, (7) the name of the employee and last four digits of SSN or an EIN, (8) the name and address of the legal name of the employer, and (9) all applicable hourly rates in effect during the pay period and the number of hours worked at each hourly rate by the employee.

Defendants failed to provide accurate itemized wage statements to the aggrieved employees each pay period as a result of the policies and practices set forth in this notice. Defendants violated Labor Code section 226(a)(1) and (5) by not listing the correct “gross wages earned” or “net wages earned,” as the employees earned wages and premiums that were not paid, resulting in an inaccurate reflection, and recording of “gross wages earned” on those wage statements. Likewise, in violation of Labor Code section 226(a)(9), Defendants failed to state on employee wage statements each pay period the applicable hourly rates in effect and the number of hours worked at that rate, as Defendants failed to pay all wages and premiums owed to employees. The amounts stated are instead depreciated and underpaid, resulting in an inaccurate reflection on the pay stub.

Plaintiff and other aggrieved employees cannot promptly and easily determine from the wage statement alone the wages paid or earned without reference to other documents or information. Indeed, these wage statement violations are significant because they sow confusion among Plaintiff and other aggrieved employees with respect to what amounts were owed and paid, at what rates, the number of hours worked, and how those amounts were or should be calculated. The wage statements reflect a false statement of earnings and concealed the underlying problems and underpayments of employee wages.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, as provided under Labor Code sections 226.3 (\$250/\$1,000) and 2699 (\$100/\$200) per violation per pay period per employee, along with all other civil penalties permitted by law.

Failure to Maintain Accurate Records **Violation of Labor Code § 1174; IWC Wage Orders**

Defendants violated Labor Code sections 1174 and the IWC Wage Orders by failing to maintain accurate employee payroll records with respect to Plaintiff and other aggrieved employees.

Labor Code section 1174 requires that employers maintain accurate “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.” Section 7(A) of the IWC Wage Orders, which may be enforced through Labor Code section 1198, mandates similar recordkeeping obligations.

Because of the policies and practices set forth in this notice, including the failure to accurately account for wages earned or hours worked, Defendants failed to accurately maintain records in accordance with Labor Code section 1174 and the IWC Wage Orders.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, as provided under Labor Code section 1174.5 (\$500) and 2699 (\$100/\$200), along with all other civil penalties permitted by law.

Attorneys' Fees and Costs
Labor Code § 2699(g)

Plaintiff has been compelled to retain the services of counsel to protect the interests of other aggrieved employees and the State of California. Plaintiff continues to incur attorneys' fees and costs, which are recoverable under California law, including Labor Code section 2699(g).

- LITIGATION HOLD NOTICE -

This letter imposes a duty upon all defendants and their respective employees, officers, directors, executives, attorneys, human resource and payroll personnel, accountants, and other agents to preserve all physical and electronic evidence, including electronically stored information and emails, which relate to the employment of Plaintiff and the aggrieved employees specified in this notice. Evidence includes, but is not limited to, Defendants' written employment and payroll policies and handbooks; the aggrieved employees' personnel files and payroll records, such as paystubs, time records, wage statements, compensation reports, as well as the underlying electronically data in Excel or similar format. Memoranda and internal and external correspondence relating to the subject matter of this notice shall also be maintained. Failure to preserve and retain relevant evidence may constitute spoliation of evidence and result in an adverse inference or sanctions.

If you have any questions regarding the scope your obligations to preserve evidence, please consult your legal counsel and always err on the side of caution. Periodic or regularly scheduled purges or deletions of information covered by this hold must be suspended immediately.

- CONCLUSION -

If the LWDA does not pursue enforcement, Plaintiff intends to bring representative claims on behalf of the State of California and the aggrieved employees seeking civil penalties for violations of the Labor Code and the IWC Wage Orders, along with attorneys' fees, costs, interest, and other appropriate relief.

Please advise if the LWDA intends to investigate any of the factual or legal allegations set forth in this notice. Defendants may contact Plaintiff's counsel with any questions regarding this letter or the forthcoming lawsuit.

Sincerely,



Nicholas J. Ferraro

Cc Plaintiff Mike Moreno

Stephen Berry (Counsel for Cemak Trucking, Inc.)
stephenberry@paulhastings.com

REJ