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Attorneys for Plaintiff Kamari Ridgle

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

KAMARI RIDGLE, as an aggrieved
employee pursuant to the Private
Attorneys General Act ("PAGA"), on
behalf of the State of California and
other non-party Aggrieved
Employees,

Plaintiff,

vs.

CORE-MARK INTERNATIONAL,
INC., a Delaware corporation; CORE-
MARK DISTRIBUTORS, INC., a
Georgia corporation; CORE-MARK
INTERRELATED COMPANIES,
INC., a California corporation;
CORE-MARK MIDCONTINENT,
INC., an Arkansas corporation;
KENNETH O. LESTER COMPANY,
INC., a Tennessee corporation;
PERFORMANCE FOOD GROUP
COMPANY, a Delaware corporation;
PERFORMANCE FOOD GROUP,
INC., a Colorado corporation;
PERFORMANCE
TRANSPORTATION, LLC, a
Delaware limited liability company;
and DOES 1 through 10, inclusive,

Defendants.

Case No.: BCV-23-103814

**COMPLAINT – PAGA ENFORCEMENT
ACTION**

(1) Claim for Civil Penalties for Violations of
California Labor Code, Pursuant to PAGA,
§§ 2698, *et seq.*

Jury Trial Demanded

1 Plaintiff Kamari Ridgle, as an aggrieved employee and on behalf of the State of
2 California and all other non-party Aggrieved Employees, alleges as follows:

3 JURISDICTION AND VENUE

4 1. This is an enforcement action under the Labor Code Private Attorneys General
5 Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil penalties
6 and any other available relief on behalf of Plaintiff, the State of California, and other current
7 and former employees who worked for Defendants in California as a non-exempt, hourly paid
8 employee and received at least one wage statement and against whom one or more violations of
9 any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision regulating
10 hours and days of work in the applicable Industrial Welfare Commission (“IWC”) Wage Order
11 were committed, as set forth in this complaint, at any time between one year prior to the filing
12 of the pre-filing written notice to the Labor and Workforce Development Agency (“LWDA”) in
13 this case on September 5, 2023, until judgment (“non-party Aggrieved Employees”).
14 Plaintiff’s share of civil penalties sought in this action does not exceed \$75,000.

15 2. This Court has jurisdiction over this action pursuant to the California
16 Constitution, Article VI, section 10. The statute under which this action is brought does not
17 specify any other basis for jurisdiction.

18 3. This Court has jurisdiction over all Defendants because, on information and
19 belief, Defendants are either citizens of California, have sufficient minimum contacts in
20 California, or otherwise intentionally avail themselves of the California market so as to render
21 the exercise of jurisdiction over them by the California courts consistent with traditional notions
22 of fair play and substantial justice. There is no basis for federal diversity jurisdiction in this
23 action given that the State of California, as the real party in interest in this action, is not a
24 “citizen” for purposes of satisfying diversity jurisdiction. *Urbino v. Orkin Servs. of Cal.*, 726
25 F.3d 1118, 1123 (9th Cir. Cal. 2013). *Urbino* also holds that civil penalties cannot be aggregated
26 to satisfy the amount in controversy requirement for federal diversity jurisdiction in this action,
27 and that diversity jurisdiction cannot be established when Plaintiff’s share of the civil penalties
28 attributable to violations personally suffered are less than \$75,000. *Id.* at 1122.

4. Venue is proper in this Court because Defendants employ or employed persons within the County of Kern and have violated the requirements of the California Labor Code and applicable IWC Wage Order in this county which give rise to the penalties sought in this action. Cal. Code Civ. P. § 393. Specifically, Defendants have violated the requirements of the California Labor Code and applicable IWC Wage Order in at least one location within the County of Kern, including Defendants' facility located in Bakersfield (8333 Edison Highway, Bakersfield, California 93307). Pursuant to California Civil Code of Procedure section 393, venue is proper for the recovery of a penalty imposed by statute in the county in which the cause, or some part of the cause, arose. Because Defendants have employees in Kern County, and Plaintiff could bring an action filed under PAGA in any county in which an aggrieved employee worked and Labor Code violations occurred, venue is proper. *Crestwood Behavioral Health, Inc. v. Superior Court of Alameda County*, 60 Cal. App. 5th 1069 (2021).

5. California Labor Code sections 2698, *et seq.*, the “Labor Code Private Attorneys General Act of 2004” (“PAGA”), authorize aggrieved employees to sue as private attorneys general their current or former employers for various civil penalties for violations of various provisions in the California Labor Code.

THE PARTIES

6. Plaintiff Kamari Ridgle is a resident of Sacramento, in Sacramento County, California. Defendants employed Plaintiff as an hourly paid, non-exempt employee from approximately May 2022 to March 2023. Plaintiff worked for Defendants as a Dispatcher at their location in West Sacramento, California. Plaintiff typically worked eight (8) hours or more per day, and five (5) days per week. At the time Plaintiff's employment with Defendants ended, he was compensated approximately \$20.50 per hour. Plaintiff's job duties included, without limitation, dispatching drivers, communicating and tracking the status of routes, attending to customer issues, and preparing drivers' paperwork and equipment.

7. On information and belief, Defendants required some employees, including Plaintiff, to execute arbitration agreements at the time of their hire or during their employment. On further information and belief, Defendants' arbitration agreements were and are both

procedurally and substantively unconscionable. Specifically, Defendants presented employees with an “EMPLOYMENT-AT-WILL AND ARBITRATION AGREEMENT” (“Arbitration Agreement”) which had to be reviewed and acknowledged immediately. Specifically, the Arbitration Agreement was among several documents presented to employees for signature during the orientation process, including Violence in the Workplace Policy; Harassment Prevention & Complaint Policy Employee Acknowledgement; Policies Prohibiting Workplace Discrimination, Harassment and Retaliation; and Employee Benefit Package Acknowledgement Form. Also, employees did not have a meaningful opportunity to negotiate the terms of the Arbitration Agreement. Rather, they were provided to Defendants’ employees for them to sign on a take-it or leave-it basis, along with other onboarding documents. Further, Defendants did not set forth in the agreements or otherwise provide employees with the rules which will govern the arbitration, instead forcing employees to seek this information out on their own.

8. CORE-MARK INTERNATIONAL, INC. was and is, upon information and belief, a Delaware corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county, the State of California.

9. CORE-MARK DISTRIBUTORS, INC. was and is, upon information and belief, a Georgia corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county, the State of California.

10. CORE-MARK INTERRELATED COMPANIES, INC. was and is, upon information and belief, a California corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county, the State of California.

11. CORE-MARK MIDCONTINENT, INC. was and is, upon information and belief, an Arkansas limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county, the State of California.

12. KENNETH O. LESTER COMPANY, INC. was and is, upon information and belief, a Tennessee corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county, the State of California.

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1 13. PERFORMANCE FOOD GROUP COMPANY was and is, upon information
2 and belief, a Delaware corporation, and at all times hereinafter mentioned, an employer whose
3 employees are engaged throughout this county, the State of California.

4 14. PERFORMANCE FOOD GROUP, INC. was and is, upon information and
5 belief, a Colorado corporation, and at all times hereinafter mentioned, an employer whose
6 employees are engaged throughout this county, the State of California.

7 15. PERFORMANCE TRANSPORTATION, LLC was and is, upon information and
8 belief, a Delaware limited liability company, and at all times hereinafter mentioned, an
9 employer whose employees are engaged throughout this county, the State of California.

10 16. Plaintiff is unaware of the true names or capacities of the Defendants sued herein
11 under the fictitious names DOES 1 through 10, but will seek leave of this Court to amend the
12 complaint and serve such fictitiously named Defendants once their names and capacities
13 become known.

14 17. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
15 were the partners, agents, owners, or managers of CORE-MARK INTERNATIONAL, INC.;
16 CORE-MARK DISTRIBUTORS, INC.; CORE-MARK INTERRELATED COMPANIES,
17 INC.; CORE-MARK MIDCONTINENT, INC.; KENNETH O. LESTER COMPANY, INC.;
18 PERFORMANCE FOOD GROUP COMPANY; PERFORMANCE FOOD GROUP, INC.; and
19 PERFORMANCE TRANSPORTATION, LLC, at all relevant times.

20 18. Plaintiff is informed and believes, and thereon alleges, that each and all of the
21 acts and omissions alleged herein was performed by, or is attributable to, CORE-MARK
22 INTERNATIONAL, INC.; CORE-MARK DISTRIBUTORS, INC.; CORE-MARK
23 INTERRELATED COMPANIES, INC.; CORE-MARK MIDCONTINENT, INC.; KENNETH
24 O. LESTER COMPANY, INC.; PERFORMANCE FOOD GROUP COMPANY;
25 PERFORMANCE FOOD GROUP, INC.; PERFORMANCE TRANSPORTATION, LLC;
26 and/or DOES 1 through 10 (collectively, “Defendants” or “CORE-MARK”), each acting as the
27 agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the other
28 co-Defendants and was acting within the course and scope of such agency, employment, joint

1 venture, or concerted activity with legal authority to act on the others' behalf. The acts of any
2 and all Defendants were in accordance with, and represent, the official policy of Defendants.

3 19. At all relevant times, Defendants, and each of them, ratified each and every act
4 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
5 and abetted the acts and omissions of each and all the other Defendants in proximately causing
6 the damages herein alleged.

7 20. Plaintiff is informed and believes, and thereon alleges, that each of said
8 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
9 omissions, occurrences, and transactions alleged herein.

10 21. Under California law, Defendants are jointly and severally liable as employers
11 for the violations alleged herein because they have each exercised sufficient control over the
12 wages, hours, working conditions, and employment status of Plaintiff and other non-party
13 Aggrieved Employees. Each Defendant had the power to hire and fire Plaintiff and other non-
14 party Aggrieved Employees, supervised and controlled their work schedule and/or conditions
15 of employment, determined their rate of pay, and maintained their employment records.
16 Defendants suffered or permitted Plaintiff and other non-party Aggrieved Employees to work
17 and/or "engaged" Plaintiff and other non-party Aggrieved Employees so as to create a common-
18 law employment relationship. As joint employers of Plaintiff and other non-party Aggrieved
19 Employees, Defendants are jointly and severally liable for the civil penalties available to
20 Plaintiff and other non-party Aggrieved Employees under the law.

21 22. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,
22 Defendants, and each of them, have acted as joint employers with respect to Plaintiff and other
23 non-party Aggrieved Employees because Defendants have:

- 24 (a) jointly exercised meaningful control over the work performed by Plaintiff
25 and other non-party Aggrieved Employees;
26 (b) jointly exercised meaningful control over Plaintiff's and other non-party
27 Aggrieved Employees' wages, hours, and working conditions, including
28 the quantity, quality standards, speed, scheduling, and operative details

1 of the tasks performed by Plaintiff and other non-party Aggrieved
2 Employees;

3 (c) jointly required that Plaintiff and other non-party Aggrieved Employees
4 perform work which is an integral part of Defendants' businesses; and

5 (d) jointly exercised control over Plaintiff and other non-party Aggrieved
6 Employees as a matter of economic reality in that Plaintiff and other non-
7 party Aggrieved Employees were dependent on Defendants, who shared
8 the power to set the wages of Plaintiff and other non-party Aggrieved
9 Employees and determined their working conditions, and who jointly
10 reaped the benefits from the underpayment of their wages and
11 noncompliance with other statutory provisions governing their
12 employment.

13 23. Plaintiff is informed and believes, and thereon alleges, that at all relevant times
14 there has existed a unity of interest and ownership between Defendants such that any
15 individuality and separateness between the entities has ceased.

16 24. CORE-MARK INTERNATIONAL, INC.; CORE-MARK DISTRIBUTORS,
17 INC.; CORE-MARK INTERRELATED COMPANIES, INC.; CORE-MARK
18 MIDCONTINENT, INC.; KENNETH O. LESTER COMPANY, INC.; PERFORMANCE
19 FOOD GROUP COMPANY; PERFORMANCE FOOD GROUP, INC.; PERFORMANCE
20 TRANSPORTATION, LLC; and/or DOES 1 through 10 are therefore alter egos of each other.

21 25. Adherence to the fiction of the separate existence of Defendants would permit an
22 abuse of the corporate privilege, and would promote injustice by protecting Defendants from
23 liability for the wrongful acts committed by them under the name CORE-MARK.

24 26. Plaintiff further alleges, upon information and belief, that the Defendants CORE-
25 MARK INTERNATIONAL, INC.; CORE-MARK DISTRIBUTORS, INC.; CORE-MARK
26 INTERRELATED COMPANIES, INC.; CORE-MARK MIDCONTINENT, INC.; KENNETH
27 O. LESTER COMPANY, INC.; PERFORMANCE FOOD GROUP COMPANY;
28 PERFORMANCE FOOD GROUP, INC.; and PERFORMANCE TRANSPORTATION, LLC

are alter egos of each other for the following reasons:

- (a) According to Performance Food Group’s SEC Form 10-K filing for 2023¹, CORE-MARK INTERNATIONAL, INC.; PERFORMANCE TRANSPORTATION, LLC; CORE-MARK DISTRIBUTORS, INC.; CORE-MARK INTERRELATED COMPANIES, INC.; CORE-MARK MIDCONTINENT, INC.; PERFORMANCE FOOD GROUP, INC.; and KENNETH O. LESTER COMPANY, INC. are subsidiaries of PERFORMANCE FOOD GROUP COMPANY;
- (b) On the California Secretary of State’s website (<https://bizfileonline.sos.ca.gov/>), CORE-MARK INTERNATIONAL, INC. and CORE-MARK INTERRELATED COMPANIES, INC. have the same principal address, “1500 SOLANA BLVD, [BLDG 3], SUITE 3400, WESTLAKE, TX 76262”;
- (c) On the California Secretary of State’s website (<https://bizfileonline.sos.ca.gov/>), KENNETH O. LESTER COMPANY, INC.; PERFORMANCE TRANSPORTATION, LLC; and PERFORMANCE FOOD GROUP, INC. have the same principal and mailing address, “12500 WEST CREEK PARKWAY, RICHMOND, VA 23238”;
- (d) According to their most recent “Statement of Information” forms filed with the California Secretary of State, CORE-MARK INTERNATIONAL, INC. and CORE-MARK INTERRELATED COMPANIES, INC. share the same officers and/or directors, including, but not limited to: Scott McPherson, who serves as Chief Executive Officer; Helen Hayes, who serves as Secretary; and William Allshouse, who serves as Chief Financial Officer;

¹ 10-K Annual Report 08/16/2023, “SEC Filings | Performance Food Group” <https://investors.pfgc.com/financials/sec-filings/default.aspx> (last accessed November 2, 2023).

- 1 (e) According to their most recent “Statement of Information” forms filed
2 with the California Secretary of State, KENNETH O. LESTER
3 COMPANY, INC.; PERFORMANCE TRANSPORTATION, LLC;
4 PERFORMANCE FOOD GROUP, INC. share the same officers and/or
5 manager/members, including, but not limited to: A. Brent King, who
6 serves as Secretary and Manager/Member;
- 7 (f) According to the California Secretary of State’s website, CORE-MARK
8 INTERNATIONAL, INC.; CORE-MARK INTERRELATED
9 COMPANIES, INC.; KENNETH O. LESTER COMPANY, INC.;
10 PERFORMANCE TRANSPORTATION, LLC; PERFORMANCE
11 FOOD GROUP, INC. share the same agent for service of process,
12 NATIONAL REGISTERED AGENTS, INC.; and
- 13 (g) On information and belief, CORE-MARK INTERNATIONAL, INC.;
14 CORE-MARK DISTRIBUTORS, INC.; CORE-MARK
15 INTERRELATED COMPANIES, INC.; CORE-MARK
16 MIDCONTINENT, INC.; KENNETH O. LESTER COMPANY, INC.;
17 PERFORMANCE FOOD GROUP COMPANY; PERFORMANCE
18 FOOD GROUP, INC.; and PERFORMANCE TRANSPORTATION,
19 LLC utilize the same standardized employment forms and issue the same
20 employment policies.

21 **PAGA REPRESENTATIVE ALLEGATIONS**

22 27. Defendants are one of the largest food and foodservice distribution companies in
23 North America. Upon information and belief, Defendants maintain a single, centralized Human
24 Resources (HR) department at their corporate headquarters in Westlake, Texas, or Richmond,
25 Virginia, for all non-exempt, hourly paid employees working for Defendants in California,
26 which is responsible for the recruiting and hiring of new employees, and communicating and
27 implementing Defendants’ company-wide policies, including timekeeping policies and meal
28 and rest period policies, to employees throughout California.

1 28. In particular, Plaintiff and other non-party Aggrieved Employees, on information
2 and belief, received the same standardized documents and/or written policies. Upon
3 information and belief, the usage of standardized documents and/or written policies, including
4 new-hire documents, indicate that Defendants dictated policies at the corporate level and
5 implemented them company-wide, regardless of their employees' assigned locations or
6 positions. Upon information and belief, Defendants set forth uniform policies and procedures
7 in several documents provided at an employee's time of hire.

8 29. Upon information and belief, Defendants maintain a centralized Payroll
9 department at their corporate headquarters in Westlake, Texas, or Richmond, Virginia, which
10 processes payroll for all non-exempt, hourly paid employees working for Defendants at their
11 various locations in California, including Plaintiff and other non-party Aggrieved Employees.
12 Based upon information and belief, Defendants issue the same formatted wage statements to all
13 non-exempt, hourly paid employees in California, irrespective of their work locations. Upon
14 information and belief, Defendants process payroll for departing employees in the same manner
15 throughout the State of California, regardless of the manner in which each employee's
16 employment ends.

17 30. Defendants continue to employ non-exempt or hourly paid employees in
18 California.

19 31. Plaintiff is informed and believes, and thereon alleges, that at all times herein
20 mentioned, Defendants were advised by skilled lawyers and other professionals, employees and
21 advisors knowledgeable about California labor and wage law, employment and personnel
22 practices, and about the requirements of California law.

23 32. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and other
24 non-party Aggrieved Employees were not paid for all hours worked because all hours worked
25 were not recorded.

26 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
27 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
28 receive certain wages for overtime compensation and that they were not receiving certain wages

1 for overtime compensation.

2 34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
3 should have known that other non-party Aggrieved Employees were entitled to be paid at a
4 regular rate of pay, and corresponding rates of pay for overtime wages and/or meal and rest
5 period premiums, that included as eligible income all remuneration required by law, including
6 but not limited to, all income derived from incentive pay, nondiscretionary bonuses, and/or other
7 forms of compensation, but failed to include all forms of remuneration in calculating the regular
8 rate of pay for other non-party Aggrieved Employees.

9 35. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
10 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
11 receive at least minimum wages for compensation and that they were not receiving at least
12 minimum wages for work that was required to be done off-the-clock. In violation of the
13 California Labor Code, Plaintiff and other non-party Aggrieved Employees were not paid at
14 least minimum wages for work done off-the-clock.

15 36. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
16 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
17 meal periods in accordance with the California Labor Code and applicable IWC Wage Order or
18 payment of one (1) additional hour of pay at their regular rates of pay when they were not
19 provided with timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and other
20 non-party Aggrieved Employees were not provided with all meal periods or payment of one (1)
21 additional hour of pay at their regular rates of pay when they did not receive a timely,
22 uninterrupted, thirty (30) minute meal period.

23 37. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
24 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to rest
25 periods in accordance with the California Labor Code and applicable IWC Wage Order or
26 payment of one (1) additional hour of pay at their regular rates of pay when they were not
27 authorized and permitted to take a compliant rest period and that Plaintiff and other non-party
28 Aggrieved Employees were not authorized and permitted to take compliant rest periods or

1 provided with payment of one (1) additional hour of pay at their regular rates of pay when they
2 were not authorized and permitted to take a compliant rest period.

3 38. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
4 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
5 receive complete and accurate wage statements in accordance with California law. In violation
6 of the California Labor Code, Plaintiff and other non-party Aggrieved Employees were not
7 provided complete and accurate wage statements.

8 39. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
9 should have known that they had a duty to maintain accurate and complete payroll records in
10 accordance with the Labor Code and applicable IWC Wage Order, but willfully, knowingly,
11 and intentionally failed to do so.

12 40. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
13 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
14 timely payment of wages during their employment. In violation of the California Labor Code,
15 Plaintiff and other non-party Aggrieved Employees did not receive payment of all wages,
16 including, but not limited to, overtime wages, minimum wages, meal and rest period premiums,
17 and/or sick leave pay, within permissible time periods.

18 41. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
19 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
20 timely payment of all wages earned upon termination of employment. In violation of the
21 California Labor Code, Plaintiff and other non-party Aggrieved Employees did not receive
22 payment of all wages due, including, but not limited to, overtime wages, minimum wages, meal
23 and rest period premiums, vested vacation pay, and/or sick leave pay, within permissible time
24 periods.

25 42. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
26 should have known that they were required to pay departing employees all vested vacation
27 wages that were owed to them at the end of their employment. In violation of the California
28 Labor Code, Defendants failed to pay other non-party Aggrieved Employees all vested vacation

wages at the end of their employment, causing a forfeiture of vested vacation wages.

43. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that other non-party Aggrieved Employees were entitled to receive sick leave benefits to be paid at a regular rate of pay, that included, as eligible income, all income derived from incentive pay, nondiscretionary bonuses, and/or other forms of compensation, but failed to include all forms of remuneration in calculating the regular rate of pay for sick leave pay.

44. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that other non-party Aggrieved Employees were entitled to receive reimbursement for all business-related expenses and costs they incurred during the course and scope of their employment and that they did not receive reimbursement of applicable business-related expenses and costs incurred.

45. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants knew or should have known that they had a duty to compensate Plaintiff and other non-party Aggrieved Employees for all hours worked, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiff and other non-party Aggrieved Employees that they were properly denied wages, all in order to increase Defendants' profits.

46. At all times herein set forth, PAGA provides that any provision of law under the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be assessed and collected by the LWDA for violations of the California Labor Code and applicable IWC Wage Order may, as an alternative, be recovered by aggrieved employees in a civil action brought on behalf of themselves and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

47. PAGA defines an "aggrieved employee" in Labor Code section 2699(c) as "any person who was employed by the alleged violator and against whom one or more of the alleged violations was committed."

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1 48. Plaintiff and other current and former employees of Defendants are “aggrieved
2 employees” as defined by Labor Code section 2699(c) in that they are all Defendants’ current
3 or former employees and one or more of the alleged violations were committed against them.

4 49. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
5 employee, including Plaintiff, may pursue a civil action arising under PAGA after the following
6 requirements have been met:

7 (a) The aggrieved employee shall give written notice by online filing
8 (hereinafter “Employee’s Notice”) to the LWDA and by certified mail to
9 the employer of the specific provisions of the California Labor Code
10 alleged to have been violated, including the facts and theories to support
11 the alleged violations.

12 (b) An aggrieved employee’s notice filed with the LWDA pursuant to
13 2699.3(a) and any employer response to that notice shall be accompanied
14 by a filing fee of seventy-five dollars (\$75).

15 (c) The LWDA shall provide notice (hereinafter “LWDA Notice”) to the
16 employer and the aggrieved employee by certified mail that it does not
17 intend to investigate the alleged violation within sixty (60) calendar days
18 of the postmark date of the Employee’s Notice. Upon receipt of the
19 LWDA Notice, or if the LWDA Notice is not provided within sixty-five
20 (65) calendar days of the postmark date of the Employee’s Notice, the
21 aggrieved employee may commence a civil action pursuant to California
22 Labor Code section 2699 to recover civil penalties in addition to any other
23 penalties to which the employee may be entitled.

24 50. Pursuant to California Labor Code section 2699.3(c), aggrieved employees,
25 through Plaintiff, may pursue a civil action arising under PAGA for violations of any provision
26 other than those listed in Section 2699.5 after the following requirements have been met:

27 (a) The aggrieved employee or representative shall give written notice by
28 online filing to the LWDA and by certified mail to the employer of the

specific provisions of the California Labor Code alleged to have been violated (other than those listed in Section 2699.5), including the facts and theories to support the alleged violation.

(b) An aggrieved employee's notice filed with the LWDA pursuant to 2699.3(c) and any employer response to that notice shall be accompanied by a filing fee of seventy-five dollars (\$75).

(c) The employer may cure the alleged violation within thirty-three (33) calendar days of the postmark date of the notice. The employer shall give written notice by certified mail within that period of time to the aggrieved employee or representative and the agency if the alleged violation is cured, including a description of actions taken, and no civil action pursuant to Section 2699 may commence. If the alleged violation is not cured within the 33-day period, the employee may commence a civil action pursuant to Section 2699.

51. On September 5, 2023, Plaintiff provided written notice by online filing to the LWDA and by certified mail to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including facts and theories to support the alleged violations, in accordance with California Labor Code section 2699.3. Plaintiff's written notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The LWDA PAGA Administrator has confirmed receipt of Plaintiff's written notice and assigned Plaintiff PAGA Case Number LWDA-CM-979794-23. A true and correct copy of Plaintiff's written notice to the LWDA and Defendants dated September 5, 2023, is attached hereto as "Exhibit 1."

52. As of the filing date of this complaint, over 65 days have passed since Plaintiff sent the written notices described above, and the LWDA has not responded that it intends to investigate Plaintiff's claims, and Defendants have not cured the violations.

53. Thus, Plaintiff has satisfied the administrative prerequisites under California Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for

violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 227.3, 246, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, and 2802.

54. Labor Code section 558(a) provides “[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid” Labor Code section 558(c) provides “[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.” Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties under Labor Code section 558 for himself, all other non-party Aggrieved Employees, and the State of California against Defendants for violations of Labor Code sections 510, 512(a), 516, and 1198, and the applicable IWC Wage Order. Plaintiff, acting in the public interest as a private attorney general, does not seek the recovery of unpaid wages under Labor Code section 558 from Defendants for violations of Labor Code sections 510, 512(a), 516, and 1198, and the applicable IWC Wage Order.

55. Defendants, at all times relevant to this complaint, were employers or persons acting on behalf of an employer(s) who violated Plaintiff’s and other non-party Aggrieved Employees’ rights by violating various sections of the California Labor Code as set forth above.

56. As set forth below, Defendants have violated numerous provisions of both the Labor Code sections regulating hours and days of work as well as the applicable IWC Wage Order.

57. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a), 2699.3(a), 2699.3(c), 2699.5, and section 558, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for himself, all other non-party Aggrieved Employees, and the State of California against Defendants for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 227.3, 246, 510, 512(a), 516,

1 1174(d), 1182.12, 1194, 1197, 1198, and 2802.

2 **FIRST CAUSE OF ACTION**

3 **For Civil Penalties, Pursuant to California Labor Code §§ 2698, *et seq.***

4 **(Against all Defendants)**

5 58. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
6 and every allegation set forth above.

7 59. California Labor Code §§ 2698, *et seq.* (“PAGA”) permits Plaintiff to recover
8 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section
9 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 226(a), 226.7, 227.3,
10 510, 512(a), 1174(d), 1194, 1197, 1198, and 2802. Labor Code section 2699.3(c) permits
11 aggrieved employees, including Plaintiff, to recover civil penalties for violations of those Labor
12 Code sections not found in section 2699.5, including sections 246, 516, and 1182.12.

13 60. Defendants’ conduct, as alleged herein, violates numerous sections of the
14 California Labor Code, including, but not limited to, the following:

- 15 (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC
16 Wage Order for Defendants’ failure to compensate Plaintiff and other
17 non-party Aggrieved Employees with all required overtime pay, as set
18 forth below;
- 19 (b) Violation of Labor Code sections 226.7, 510, and 1198, and the applicable
20 IWC Wage Order for Defendants’ failure to include all forms of
21 remuneration in the regular rate of pay as required by law for purposes of
22 paying overtime wages and/or meal and rest period premiums to other
23 non-party Aggrieved Employees, as set forth below;
- 24 (c) Violation of Labor Code sections 1182.12, 1194, 1197, and 1198, and the
25 applicable IWC Wage Order for Defendants’ failure to compensate
26 Plaintiff and other non-party Aggrieved Employees with at least
27 minimum wages for all hours worked, as set forth below;

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- 1 (d) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
2 applicable IWC Wage Order for Defendants' failure to provide Plaintiff
3 and other non-party Aggrieved Employees with meal periods, as set forth
4 below;
- 5 (e) Violation of Labor Code sections 226.7, 516, and 1198, and the applicable
6 IWC Wage Order for Defendants' failure to authorize and permit Plaintiff
7 and other non-party Aggrieved Employees to take rest periods, as set forth
8 below;
- 9 (f) Violation of Labor Code sections 226(a) and 1198, and the applicable
10 IWC Wage Order for failure to provide accurate and complete wage
11 statements to Plaintiff and other non-party Aggrieved Employees, as set
12 forth below;
- 13 (g) Violation of Labor Code sections 1174(d) and 1198, and the applicable
14 IWC Wage Order for failure to maintain payroll records, as set forth
15 below;
- 16 (h) Violation of Labor Code sections 204 for failure to pay all earned wages
17 during employment, as set forth below;
- 18 (i) Violation of Labor Code section 201 and 202 for failure to pay all earned
19 wages upon termination, as set forth below;
- 20 (j) Violation of Labor Code section 227.3 for failure to pay other non-party
21 Aggrieved Employees all vested vacation time upon termination, as set
22 forth below;
- 23 (k) Violation of Labor Code sections 246 for failure to properly calculate the
24 sick leave paid to other non-party Aggrieved Employees, as set forth
25 below; and
- 26 (l) Violation of Labor Code sections 2802 for failure to reimburse other non-
27 party Aggrieved Employees for all business expenses necessarily
28 incurred, as set forth below.

1 **FAILURE TO PAY OVERTIME**

2 **VIOLATION OF LABOR CODE SECTIONS 510 AND 1198**

3 61. Labor Code section 1198 makes it illegal to employ an employee under
4 conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor
5 Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission
6 shall be the . . . standard conditions of labor for employees. The employment of any employee
7 . . . under conditions of labor prohibited by the order is unlawful.”

8 62. California Labor Code section 1198 and the applicable IWC Wage Order provide
9 that it is unlawful to employ persons without compensating them at a rate of pay either time-
10 and-one-half or two-times that person’s regular rate of pay, depending on the number of hours
11 worked by the person on a daily or weekly basis.

12 63. Specifically, the applicable IWC Wage Order provides that Defendants are and
13 were required to pay Plaintiff and other non-party Aggrieved Employees working more than
14 eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time and
15 one-half (1 ½) for all hours worked in excess of eight (8) hours in a day or more than forty (40)
16 hours in a workweek.

17 64. The applicable IWC Wage Order further provides that Defendants are and were
18 required to pay Plaintiff and other non-party Aggrieved Employees working more than twelve
19 (12) hours in a day, overtime compensation at a rate of two (2) times their regular rate of pay.
20 An employee’s regular rate of pay includes all remuneration for employment paid to, or on
21 behalf of, the employee, including nondiscretionary bonuses and incentive pay.

22 65. California Labor Code section 510 codifies the right to overtime compensation
23 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
24 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh
25 (7th) day of work, and to overtime compensation at twice the employee’s regular rate of pay for
26 hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on
27 the seventh (7th) day of work.

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1 66. During the relevant time period, Defendants willfully failed to pay all overtime
2 wages owed to Plaintiff and other non-party Aggrieved Employees. During the relevant time
3 period, Plaintiff and other non-party Aggrieved Employees were not paid overtime premiums
4 for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12)
5 hours in a day, and/or in excess of forty (40) hours in a week, because all hours worked were
6 not recorded.

7 67. First, Defendants had, and continue to have, a company-wide policy and/or
8 practice requiring Plaintiff and other non-party Aggrieved Employees to perform various work-
9 related tasks while off-the-clock. For example, members of management often called Plaintiff
10 after his shifts or on days off for 5-10 minutes at a time to discuss work-related incidents that
11 took place during his shifts. Additionally, on information and belief, other non-party Aggrieved
12 Employees were required to change into their uniforms and/or don personal protective
13 equipment (“PPE”), such as freezer suits, on Defendants’ premises. However, Defendants did
14 not allow other non-party Aggrieved Employees to report the time spent donning and doffing
15 their uniforms and/or PPE at the beginning and end of their shifts or during their meal periods,
16 despite being on Defendants’ premises and under Defendants’ control. As a result, other non-
17 party Aggrieved Employees were required to spend time donning and doffing their uniforms
18 and/or PPE off-the-clock. Thus, Defendants failed to track this time spent working before and
19 after shifts, and Plaintiff and other non-party Aggrieved Employees received no compensation
20 for this time.

21 68. Second, during the relevant time period, on information and belief, Defendants
22 had, and continue to have, a company-wide policy of requiring employees to undergo mandatory
23 security checks when entering or exiting the premises, either for loss prevention or safety
24 purposes. As a result of Defendants’ policy, other non-party Aggrieved Employees were required
25 to undergo security screenings when entering the premises before clocking in prior to a shift or
26 when returning from a meal period and when exiting the premises after clocking out at the end of
27 a shift or when leaving for a meal period. Although Defendants’ requirement that other non-party
28 Aggrieved Employees undergo security checks was mandatory, Defendants did not compensate

1 them for the time they spent off-the-clock before and after shifts or during their meal periods,
2 undergoing these checks while under Defendants' control.

3 69. Third, during the relevant time period, Defendants had, and continue to have, a
4 company-wide policy and/or practice of understaffing their locations, including adopting a single-
5 staffing model for some of their positions, while assigning heavy workloads, including pressuring
6 employees to meet deadlines and productivity expectations. This company-wide policy and/or
7 practice resulted in a failure to provide Plaintiff and other non-party Aggrieved Employees with
8 adequate meal period coverage. For example, Plaintiff was the only Dispatcher working during
9 his shift and would have to field 50-100 phone calls per day while completing 2-3 reports that
10 were due at various times throughout the day. As a result of the lack of meal period coverage,
11 Plaintiff and other non-party Aggrieved Employees were not always afforded uninterrupted 30-
12 minute meal periods during shifts when they were entitled to receive a meal period. Defendants
13 also had a practice of failing to schedule meal periods which, combined with the assignment of
14 heavy workloads, further caused Plaintiff and other non-party Aggrieved Employees to not be
15 relieved of their duties for compliant meal periods. For example, Plaintiff worked through many
16 of his meal periods to keep up with the demands of work and complete his assigned duties by
17 required deadlines, and had his meal periods interrupted several times per month for the same
18 reasons. Consequently, Plaintiff and other non-party Aggrieved Employees were required to work
19 through meal periods and/or had their meal periods interrupted to complete their assigned
20 workloads, and Defendants did not pay Plaintiff and other non-party Aggrieved Employees for
21 the time they continued to perform tasks during meal periods.

22 70. Further, prior to January 2023, Defendants' company-wide timekeeping system
23 prevented Plaintiff and other non-party Aggrieved Employees from recording all hours worked
24 when their meal periods were shortened or interrupted, because the system locked out Plaintiff
25 and other non-party Aggrieved Employees once they clocked out for a meal period, and would
26 not permit them to clock back in from a meal period until 30 minutes had elapsed. Thus,
27 Defendants' timekeeping system further prevented Plaintiff and other non-party Aggrieved
28 Employees from recording all hours worked when their meal periods were shortened or

1 interrupted.

2 71. Defendants knew or should have known that, as a result of these company-wide
3 practices and/or policies, Plaintiff and other non-party Aggrieved Employees were performing
4 their assigned duties off-the-clock before and after their shifts, on their days off, and during
5 meal periods, and were suffered or permitted to perform work for which they were not paid.
6 Because Plaintiff and other non-party Aggrieved Employees worked shifts of eight (8) hours a
7 day or more, or forty (40) hours a week or more, some of this off-the-clock work qualified for
8 overtime premium pay. Therefore, Plaintiff and other non-party Aggrieved Employees were
9 not paid overtime wages for all of the overtime hours they actually worked.

10 72. Moreover, in addition to an hourly wage, Defendants did not pay other non-party
11 Aggrieved Employees the correct overtime rate for the recorded overtime hours that they
12 generated. Defendants paid other non-party Aggrieved Employees incentive pay,
13 nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the
14 California Labor Code, on information and belief, Defendants failed to incorporate all
15 compensation, including incentive pay, nondiscretionary bonuses, and/or other forms of
16 remuneration, into the calculation of the regular rate of pay for purposes of calculating the
17 overtime wage rate. Therefore, during times when other non-party Aggrieved Employees
18 worked overtime and received these other forms of pay, Defendants failed to pay all overtime
19 wages by paying a lower overtime rate than required.

20 73. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
21 the balance of overtime compensation as required by California law, violates the provisions of
22 California Labor Code sections 510 and 1198. Plaintiff and other non-party Aggrieved
23 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 558
24 and/or 2699(a), (f), and (g).

25 **FAILURE TO PAY MINIMUM WAGES**

26 **VIOLATION OF LABOR CODE SECTIONS 1182.12, 1194, 1197, AND 1198**

27 74. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, and
28 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage to

1 be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful.
2 Compensable work time is defined in IWC Wage Order No. 9-2001 as “the time during which
3 an employee is subject to the control of an employer, and includes all the time the employee is
4 suffered or permitted to work, whether or not required to do so.” Cal. Code Regs. tit. 8,
5 § 11090(2)(H) (defining “Hours Worked”).

6 75. As set forth above, Plaintiff and other non-party Aggrieved Employees were
7 required to perform work off-the-clock before and after their shifts and on days off, such as
8 responding to phone calls from management regarding work-related matters. As also stated, on
9 information and belief, Defendants required other non-party Aggrieved Employees to don and
10 doff uniforms and/or PPE, as well as to undergo mandatory security checks while off-the-clock,
11 including when entering the premises before clocking in prior to a shift or when returning from a
12 meal period and when exiting the premises after clocking out at the end of a shift or when leaving
13 for a meal period. Defendants failed to track this time Plaintiff and other non-party Aggrieved
14 Employees spent working off-the-clock, and Plaintiff and other non-party Aggrieved
15 Employees received no compensation for this time.

16 76. Moreover, as also stated above, due to Defendants’ policies and/or practices of
17 understaffing and/or single-staffing their locations while assigning heavy workloads, failure to
18 schedule meal periods, and subsequent lack of meal period coverage, Plaintiff and other non-
19 party Aggrieved Employees were impeded from taking all uninterrupted meal periods to which
20 they were entitled and were required to work off-the-clock during meal periods, have their meal
21 periods interrupted, and/or were otherwise not relieved of all duties during unpaid meal periods.
22 Moreover, as stated, prior to January 2023, Defendants’ timekeeping system prevented Plaintiff
23 and other non-party Aggrieved Employees from entering time worked during meal periods.
24 Thus, Defendants systematically failed to pay Plaintiff and other non-party Aggrieved
25 Employees for actual hours worked during unpaid meal periods because these hours were not
26 always correctly recorded.

27 77. Thus, Defendants did not pay minimum wages for all hours worked by Plaintiff
28 and other non-party Aggrieved Employees. To the extent that these off-the-clock hours did not

1 qualify for overtime premium payment, Defendants did not pay at least minimum wages for
2 those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194,
3 1197, and 1198.

4 78. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
5 minimum wages violates California Labor Code sections 1182.12, 1194, 1197, and 1198.
6 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil
7 penalties pursuant to Labor Code sections 2699(a), (f), and (g).

8 **FAILURE TO PROVIDE AND RECORD MEAL PERIODS**
9 **VIOLATION OF LABOR CODE SECTIONS 226.7, 512(a), 516, AND 1198**

10 79. At all relevant times herein set forth, the applicable IWC Wage Order and
11 California Labor Code sections 226.7, 512(a), 516, and 1198 were applicable to Plaintiff's and
12 non-party Aggrieved Employees' employment by Defendants.

13 80. At all relevant times herein set forth, California Labor Code section 512(a)
14 provides that an employer may not require, cause, or permit an employee to work for a period
15 of more than five (5) hours per day without providing the employee with a meal period of not
16 less than thirty (30) minutes, except that if the total work period per day of the employee is not
17 more than six (6) hours, the meal period may be waived by mutual consent of both the employer
18 and the employee. Under California law, first meal periods must start after no more than five
19 hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

20 81. At all relevant times herein set forth, California Labor Code sections 226.7,
21 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
22 meal period mandated by an applicable order of the IWC.

23 82. At all relevant times herein set forth, Labor Code sections 226.7, 512(a), 1198,
24 and the applicable IWC Wage Order also require employers to provide a second meal period of
25 not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an
26 employee one (1) additional hour of pay at the employee's regular rate, except that if the total
27 hours worked is no more than twelve (12) hours, the second meal period may be waived by
28 mutual consent of the employer and the employee only if the first meal period was not waived.

1 83. During the relevant time period, as stated, Defendants had, and continue to have,
2 a company-wide policy and/or practice of understaffing and/or single-staffing their locations
3 while assigning heavy workloads, including pressuring employees to meet deadlines and
4 productivity expectations, which has resulted in a lack of meal period coverage and prevented
5 Plaintiff and other non-party Aggrieved Employees from taking all timely, uninterrupted meal
6 periods to which they were entitled. Further, as also stated, Defendants had a company-wide
7 practice and/or policy of failing to schedule meal periods, which further caused Plaintiff and
8 other non-party Aggrieved Employees to not be relieved of their duties for compliant meal
9 periods.

10 84. Additionally, on information and belief, Defendants also had policies and/or
11 practices of requiring employees to don and doff PPE and/or uniforms prior to entering and before
12 leaving their work areas, which further caused other non-party Aggrieved Employees to not be
13 relieved of their duties for compliant meal periods. Further, as stated, Defendants had a loss
14 prevention policy requiring employees to undergo mandatory security checks when entering or
15 exiting the premises. As a result of Defendants' policy, other non-party Aggrieved Employees
16 were required to undergo security screenings when entering the premises to return from a meal
17 period and/or when exiting the premises to leave for a meal period, and had their meal periods cut
18 short. Therefore, Plaintiff and other non-party Aggrieved Employees had to work through all
19 or part of their meal periods, had their meal periods interrupted, and/or had to wait extended
20 periods of time before taking meal periods. For example, Plaintiff had to work through many of
21 his meal periods and had his meal periods interrupted or cut short several times per month due to
22 the heavy workload, pressure to meet deadlines, and lack of coverage.

23 85. Further, as stated, Defendants' company-wide timekeeping system prevented
24 Plaintiff and other non-party Aggrieved Employees from recording all hours worked when their
25 meal periods were shortened or interrupted, because the system locked out Plaintiff and other non-
26 party Aggrieved Employees once they clocked out for a meal period and would not permit them
27 to clock back in from a meal period before 30 minutes elapsed.

28 ///

1 86. Moreover, Defendants did not provide Plaintiff and other non-party Aggrieved
2 Employees with second 30-minute meal periods on days that they worked in excess of ten (10)
3 hours in one day. For example, during his employment, Plaintiff worked several shifts in excess
4 of ten (10) hours per day, and was not provided his second meal period during these shifts.
5 Plaintiff and other non-party Aggrieved Employees did not sign valid meal period waivers on
6 days that they were entitled to meal periods and were not relieved of all duties.

7 87. Further, Defendants had a company-wide policy of requiring all newly hired
8 employees to sign blanket meal period waivers at or near their time of hire. Defendants took the
9 position that non-exempt, hourly paid employees had waived their rights to first and/or second
10 meal periods for the entirety of their employment and, on that basis, did not provide them with all
11 meal periods to which they were entitled. Furthermore, Defendants' meal period waiver form
12 requires employees to provide advance notice in writing should they wish to revoke the waiver.
13 Defendants' presumption that meal periods would not be provided for shifts in excess of five (5)
14 hours but less than six (6) hours and/or for shifts in excess of ten (10) hours but less than twelve
15 (12) hours, due to blanket meal period waivers signed at or near the time of hire, and imposition
16 on employees to revoke the waivers in advance and in writing, discouraged and impeded Plaintiff
17 and other non-party Aggrieved Employees from taking all meal periods to which they were
18 entitled.

19 88. Furthermore, an employer's obligation to provide a meal period is only "triggered"
20 when the employer "employs an employee for a work period of more than five hours per day."
21 *Brinker*, 53 Cal. 4th at 1039 ("If an employer engages, suffers, or permits anyone to work for a
22 full five hours, its meal break obligation is triggered.").

23 [A]fter the meal break obligation is triggered . . . an employer is put to a
24 choice: it must (1) afford an off-duty meal period; (2) consent to a
25 mutually agreed-upon waiver if one hour or less will end the shift; or (3)
26 obtain written agreement to an on-duty meal period if circumstances
permit. Failure to do one of these will render the employer liable for
premium pay.

27 *Id.* (citing Cal. Labor Code § 226.7; Wage Order No. 5, subd. 11(A), (B)). That Defendants
28 required Plaintiff and other non-party Aggrieved Employees to sign meal period waivers

1 simultaneously at or near their time of hire (as opposed to on a specific work day) renders them
2 invalid and unenforceable, because Defendants' obligation to provide Plaintiff and other non-
3 party Aggrieved Employees with meal periods did not arise until they had employed them for a
4 full five (5) hours.

5 89. At all times mentioned herein, Defendants knew or should have known that as a
6 result of their policies, Plaintiff and other non-party Aggrieved Employees were not actually
7 relieved of all duties to take timely, uninterrupted meal periods. Defendants further knew or
8 should have known that they did not pay Plaintiff and other non-party Aggrieved Employees
9 meal period premiums when meal periods were late, interrupted, shortened, and/or missed.

10 90. Moreover, Defendants engaged in a company-wide practice and/or policy of not
11 paying all meal period premiums owed when compliant meal periods are not provided. Because
12 of this practice and/or policy, Plaintiff and other non-party Aggrieved Employees have not
13 received premium pay for missed, late, and interrupted meal periods. Alternatively, to the extent
14 that Defendants did pay other non-party Aggrieved Employees premium pay for missed, late,
15 and interrupted meal periods, Defendants did not pay other non-party Aggrieved Employees the
16 correct rate of pay for premiums because Defendant systematically failed to include all forms
17 of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of
18 remuneration, in the regular rate of pay. Therefore, during times when other non-party
19 Aggrieved Employees received meal period premiums and these other forms of pay, Defendants
20 failed to pay full meal period premiums by paying a lower rate than required.

21 91. Defendants' conduct violates the applicable IWC Wage Order, and California
22 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and other non-party Aggrieved
23 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 558
24 and/or 2699(a), (f), and (g).

25 **FAILURE TO AUTHORIZE AND PERMIT REST PERIODS**

26 **VIOLATION OF LABOR CODE SECTIONS 226.7, 516, AND 1198**

27 92. At all relevant times herein set forth, the applicable IWC Wage Order and
28 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and other

1 non-party Aggrieved Employees' employment by Defendants.

2 93. At all relevant times, the applicable IWC Wage Order provides that "[e]very
3 employer shall authorize and permit all employees to take rest periods, which insofar as
4 practicable shall be in the middle of each work period" and that the "rest period time shall be
5 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
6 hours or major fraction thereof" unless the total daily work time is less than three and one-half
7 (3 ½) hours.

8 94. At all relevant times, California Labor Code section 226.7 provides that no
9 employer shall require an employee to work during any rest period mandated by an applicable
10 order of the California IWC. To comply with its obligation to authorize and permit rest periods
11 under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer
12 must "relinquish any control over how employees spend their break time, and relieve their
13 employees of all duties—including the obligation that an employee remain on call. A rest
14 period, in short, must be a period of rest." *Augustus v. ABM Security Services, Inc.*, 2 Cal. 5th
15 257, 273 (2016).

16 95. Pursuant to the applicable IWC Wage Order and California Labor Code section
17 226.7(c), Plaintiff and other non-party Aggrieved Employees are entitled to recover from
18 Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a
19 required rest period was not authorized and permitted.

20 96. During the relevant time period, Defendants regularly failed to authorize and
21 permit Plaintiff and other non-party Aggrieved Employees to take a ten (10) minute rest period
22 per each four (4) hour period worked or major fraction thereof. As with meal periods,
23 Defendants' company-wide policies and practices, including understaffing and/or single-
24 staffing, assigning heavy workloads, including pressuring employees to meet deadlines and
25 productivity expectations, prevented Plaintiff and other non-party Aggrieved Employees from
26 being able to take rest periods. Defendants also failed to schedule rest periods, which, coupled
27 with Defendants' failure to provide adequate rest period coverage, further led to Plaintiff and
28 other non-party Aggrieved Employees not being authorized and permitted to take rest periods.

1 Also, to the extent that Defendants required other non-party Aggrieved Employees to undergo
2 mandatory security checks and/or don and doff PPE and/or uniforms during rest periods, other
3 non-party Aggrieved Employees were not relieved of all duty in order to take compliant rest
4 periods.

5 97. Furthermore, on information and belief, Defendants maintained a company-wide
6 on-premises rest period policy, which effectively required that Plaintiff and other non-party
7 Aggrieved Employees remain on Defendants' premises during their rest periods. Because
8 Plaintiff and other non-party Aggrieved Employees were effectively restricted from leaving the
9 premises during rest periods, they were denied the ability to use their rest periods freely for their
10 own purposes, such as running personal errands. Thus, Defendants effectively maintained control
11 over Plaintiff and other non-party Aggrieved Employees during rest periods.

12 98. As a result of Defendants' practices and policies, Plaintiff and other non-party
13 Aggrieved Employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess
14 of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were
15 entitled. For example, Plaintiff missed nearly all of his rest periods because there was no
16 coverage available.

17 99. Defendants have also engaged in a systematic, company-wide practice and/or
18 policy of not paying rest period premiums owed when rest periods are not authorized and
19 permitted. Because of this practice and/or policy, Plaintiff and other non-party Aggrieved
20 Employees have not received premium pay for all missed rest periods. Alternatively, to the
21 extent that Defendants did pay other non-party Aggrieved Employees one (1) additional hour
22 of premium pay for missed rest periods, Defendants did not pay other non-party Aggrieved
23 Employees at the correct rate of pay for premiums because Defendants failed to include all
24 forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of
25 remuneration, in the regular rate of pay. Accordingly, Defendants failed to authorize and permit
26 all compliant rest periods and failed to pay the full rest period premiums due.

27 100. Defendants' conduct violates the applicable IWC Wage Order and California
28 Labor Code sections 226.7, 516, and 1198. Plaintiff and other non-party Aggrieved Employees

are therefore entitled to recover civil penalties pursuant to Labor Code sections 558 and/or 2699(a), (f), and (g).

FAILURE TO PROVIDE AND MAINTAIN COMPLIANT WAGE STATEMENTS

VIOLATION OF LABOR CODE SECTIONS 226(a), 1174(d), AND 1198

101. At all relevant times herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate and complete itemized wage statement in writing, including, but not limited to, the name and address of the legal entity that is the employer, the inclusive dates of the pay period, total hours worked, and all applicable rates of pay.

102. During the relevant time period, Defendants have knowingly and intentionally provided Plaintiff and other non-party Aggrieved Employees with uniform, incomplete, and inaccurate wage statements. For example, Defendants issued uniform wage statements to Plaintiff and other non-party Aggrieved Employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; the inclusive dates of the period for which aggrieved employees were paid; the address of the legal entity that is the employer; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages, meal and rest period premiums, and/or paid sick leave, and the corresponding number of hours worked at each hourly rate. Specifically, Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5), 226(a)(6), 226(a)(8), and 226(a)(9).

103. First, during the relevant time period, Defendants issued wage statements to Plaintiff and other non-party Aggrieved Employees that fail to list all applicable hourly rates in effect during the pay period in compliance with section 226(a)(9). For example, Defendants listed wages earned in lump sum amounts and did not list any applicable pay rates, in violation of section 226(a)(9).

104. Second, during the relevant time period, Defendants issued wage statements to Plaintiff and other non-party Aggrieved Employees that fail to list the inclusive dates of the period for which employees are paid in compliance with section 226(a)(6). For example, Defendants only listed the “Check Date” and the “Period End” date, and did not list the “Period Beginning”

1 date, in violation of section 226(a)(6). In addition to being unlawful, these practices makes it
2 extremely difficult for employees to determine whether they are being paid correctly or not.

3 105. Third, because Defendants did not record the time Plaintiff and other non-party
4 Aggrieved Employees spent working off-the-clock, Defendants did not list the correct amount
5 of gross wages and net wages earned by Plaintiff and other non-party Aggrieved Employees in
6 compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason,
7 Defendants failed to accurately list the total number of hours worked by Plaintiff and other non-
8 party Aggrieved Employees, in violation of section 226(a)(2), and failed to list the applicable
9 hourly rates of pay in effect during the pay period and the corresponding accurate number of
10 hours worked at each hourly rate, in violation of section 226(a)(9).

11 106. Fourth, because Defendants did not calculate other non-party Aggrieved
12 Employees' regular rate of pay correctly for purposes of paying overtime wages, meal and rest
13 period premiums, and/or paid sick leave, Defendants did not list the correct amount of gross
14 wages in compliance with section 226(a)(1) and did not list the correct amount of net wages in
15 violation of section 226(a)(5). Defendants also failed to correctly list all applicable hourly rates
16 in effect during the pay period, namely, correct rates of pay for overtime wages, meal and rest
17 period premiums, and/or paid sick leave, in violation of section 226(a)(9).

18 107. Fifth, and separately from these violations, Defendants issued uniform wage
19 statements to Plaintiff and other non-party Aggrieved Employees that failed to list the address of
20 the legal entity of the actual employer in violation of 226(a)(8). The purpose of section 226(a)(8)
21 is to provide California employees with transparency as to the true identity of their employer, to
22 allow the employee to contact their employer during employment or in the future for various
23 reasons, including filing an administrative claim, judicial claim, or other action to seek relief
24 against their employer, to obtain unemployment benefits, etc. This includes providing employees
25 with a physical address of the employer and not a Post Office Box. During the relevant time
26 period, Defendants systematically, and on a company-wide basis, issued wage statements to
27 Plaintiff and other non-party Aggrieved Employees that fail to list the employing entity's correct
28 address. Plaintiff's and other non-party Aggrieved Employees' wage statements incorrectly list

1 the employer's address as "P.O. BOX 29269, RICHMOND, VA 23242-9269," which is an
2 improper Post Office Box address, but according to the California Secretary of State's website,
3 PERFORMANCE FOOD GROUP, INC.'s entity address should be "12500 WEST CREEK
4 PARKWAY, RICHMOND, VA 23238."

5 108. The wage statement deficiencies also include, among other things, failing to list
6 the number of piece-rate units earned and any applicable piece rate if the employee is paid on a
7 piece-rate basis; failing to list all deductions; failing to list the name of the employee and only
8 the last four digits of his or her social security number or an employee identification number
9 other than a social security number; failing to list the name of the legal entity that is the
10 employer; and/or failing to state all hours worked as a result of not recording or stating the hours
11 worked off-the-clock.

12 109. California Labor Code section 1174(d) provides that "[e]very person employing
13 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
14 employed and the ages of all minors" and "[k]eep, at a central location in the state or at the
15 plants or establishments at which employees are employed, payroll records showing the hours
16 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
17 applicable piece rate paid to, employees employed at the respective plants or
18 establishments" Labor Code section 1174.5 provides that employers are subject to a \$500
19 civil penalty if they fail to maintain accurate and complete records as required by section
20 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d),
21 Defendants willfully failed to maintain accurate payroll records for Plaintiff and other non-party
22 Aggrieved Employees showing the daily hours they worked and the wages paid thereto as a result
23 of failing to record the off-the-clock hours that they worked.

24 110. California Labor Code section 1198 provides that the maximum hours of work
25 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set
26 forth in the applicable IWC Wage Order. Section 1198 further provides that "[t]he employment
27 of any employees for longer hours than those fixed by the order or under conditions of labor
28 prohibited by the order is unlawful." Pursuant to the applicable IWC Wage Order, employers

1 are required to keep accurate time records showing when the employee begins and ends each
2 work period and meal period. During the relevant time period, Defendants engaged in company-
3 wide practices and/or policies of failing to record actual hours worked, and thereby failed to
4 keep accurate records of work period and meal period start and end times for Plaintiff and other
5 non-party Aggrieved Employees in violation of section 1198. Furthermore, in light of
6 Defendants' failure to provide Plaintiff and other non-party Aggrieved Employees with second
7 30-minute meal periods to which they were entitled, Defendants kept no records of meal start
8 and end times for second meal periods.

9 111. Defendants' conduct violates California Labor Code 226(a), 1174(d), and 1198.
10 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil
11 penalties pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (g).

12 **FAILURE TO PAY WAGES DURING EMPLOYMENT**

13 **VIOLATION OF LABOR CODE SECTION 204**

14 112. At all relevant times herein set forth, California Labor Code section 204 requires
15 that all wages earned by any person in any employment between the 1st and the 15th days,
16 inclusive, of any calendar month, other than those wages due upon termination of an employee,
17 are due and payable between the 16th and the 26th day of the month during which the labor was
18 performed. Labor Code section 204 further provides that all wages earned by any person in any
19 employment between the 16th and the last day, inclusive, of any calendar month, other than
20 those wages due upon termination of an employee, are due and payable between the 1st and the
21 10th day of the following month.

22 113. At all relevant times herein, California Labor Code section 204 also requires that
23 all wages earned for labor in excess of the normal work period shall be paid no later than the
24 payday for the next regular payroll period. Alternatively, at all relevant times herein, Labor
25 Code section 204 provides that the requirements of this section are deemed satisfied by the
26 payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more
27 than seven (7) calendar days following the close of the payroll period.

28 ///

114. During the relevant time period, Defendants willfully failed to pay Plaintiff and other non-party Aggrieved Employees all wages due to them within any time period specified by California Labor Code section 204 including, but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or sick leave pay.

115. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 210 and/or 2699(a), (f), and (g).

FAILURE TO PAY WAGES UPON TERMINATION

VIOLATION OF LABOR CODE SECTIONS 201 AND 202

116. At all times relevant herein set forth, Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (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.

117. During the relevant time period, Defendants willfully failed to pay Plaintiff and other non-party Aggrieved Employees who are no longer employed by Defendants the earned and unpaid wages set forth above, including but not limited to, overtime wages, minimum wages, meal and rest period premiums, vested vacation pay, and/or sick leave pay, either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ.

118. Defendants' failure to pay Plaintiff and those non-party Aggrieved Employees who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ, violates Labor Code sections 201 and 202. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 256 and/or 2699(a), (f), and (g).

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1 “[p]aid sick time for nonexempt employees shall be calculated in the same manner as the regular
2 rate of pay for the workweek in which the employee uses paid sick time, whether or not the
3 employee actually works overtime in that workweek[;]” or 2) “[p]aid sick time for nonexempt
4 employees shall be calculated by dividing the employee’s total wages, not including overtime
5 premium pay, by the employee’s total hours worked in the full pay periods of the prior 90 days of
6 employment.”

7 123. During the relevant time period, Defendants did not pay other non-party Aggrieved
8 Employees the correct sick leave rates of pay. Defendants failed to correctly use either method
9 of calculation under Labor Code section 246(l) to determine other non-party Aggrieved
10 Employees’ sick leave rates of pay. As stated, in addition to an hourly wage, Defendants paid
11 other non-party Aggrieved Employees incentive pay, nondiscretionary bonuses, and/or other
12 forms of remuneration. However, in violation of the California Labor Code, Defendants failed to
13 incorporate all remunerations, including incentive pay and/or nondiscretionary bonuses, into the
14 calculation of the regular rate of pay for purposes of calculating the sick leave pay rate. Therefore,
15 during times when other non-party Aggrieved Employees took sick leave and received these other
16 forms of pay, Defendants failed to pay all sick leave benefits by paying a lower sick leave pay
17 rate than required. Specifically, Defendants paid other non-party Aggrieved Employees sick leave
18 based on their hourly rate of pay instead of their regular rate of pay.

19 124. Defendants’ failure to properly calculate the sick leave rates of pay based on all
20 remuneration paid has resulted in an underpayment of sick leave benefits to other non-party
21 Aggrieved Employees on a company-wide basis in violation of California Labor Code sections
22 246(l).

23 125. Other non-party Aggrieved Employees are therefore entitled to recover civil
24 penalties pursuant to Labor Code sections 248.5 and/or 2699(a), (f), and (g).

25 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

26 **VIOLATION OF LABOR CODE SECTION 2802**

27 126. At all times herein set forth, California Labor Code section 2802 provides that
28 an employer must reimburse employees for all necessary expenditures and losses incurred by

1 the employee in the performance of his or her job. The purpose of Labor Code section 2802 is
2 to prevent employers from passing off their cost of doing business and operating expenses on
3 to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144
4 (2014). The applicable wage order, IWC Wage Order No. 9-2001 provides that: “[w]hen tools
5 or equipment are required by the employer or are necessary to the performance of a job, such
6 tools and equipment shall be provided and maintained by the employer, except that an employee
7 whose wages are at least two (2) times the minimum wage provided herein may be required to
8 provide and maintain hand tools and equipment customarily required by the trade or craft.”
9 IWC Wage Order No. 9-2001 further provides that: “[w]hen uniforms are required by the
10 employer to be worn by the employee as a condition of employment, such uniforms shall be
11 provided and maintained by the employer.”

12 127. During the relevant time period, Defendants, on a company-wide basis, on
13 information and belief, required other non-party Aggrieved Employees to use their personal
14 mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out their
15 job duties but failed to reimburse them for the costs of their work-related mobile device and/or
16 mobile data expenses. Although Defendants required other non-party Aggrieved Employees to
17 use their personal mobile devices and/or mobile data to carry out their work-related duties,
18 Defendants failed to reimburse them for their costs incurred.

19 128. Further, during the relevant time period, on information and belief, Defendants
20 required other non-party Aggrieved Employees to wear uniforms. However, Defendants did not
21 provide their employees with sufficient uniforms to wear for their shifts throughout the week.
22 Because Defendants failed to provide other non-party Aggrieved Employees with an adequate
23 number of uniforms in relation to their scheduled shifts and for the tasks they were required to
24 perform, other non-party Aggrieved Employees were forced to pay out-of-pocket for some of their
25 uniform components and were not reimbursed for these costs. Moreover, because Defendants
26 failed to provide other non-party Aggrieved Employees with an adequate number of uniform
27 items, other non-party Aggrieved Employees had to wash their uniforms more frequently than
28 they would otherwise do laundry, and incur expenses in doing so. Thus, Defendants failed to

maintain uniforms they required other non-party Aggrieved Employees to wear during their shifts and forced them to incur the cost of maintaining employee uniforms.

129. Defendants could have provided other non-party Aggrieved Employees with the actual equipment for use on the job, such as company mobile devices, and/or an adequate number of uniform items and access to laundering services, or Defendants could have reimbursed employees for their mobile device usage, laundering expenses, or provided a uniform maintenance allowance. Instead, Defendants passed these operating costs off onto other non-party Aggrieved Employees. At all relevant times, other non-party Aggrieved Employees did not earn at least two (2) times the minimum wage.

130. Defendants' company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred and passing on their operating costs to other non-party Aggrieved Employees violates California Labor Code section 2802. Other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (g).

REQUEST FOR JURY TRIAL

Plaintiff requests a trial by jury.

PRAYER FOR RELIEF

Plaintiff, on behalf of all other non-party Aggrieved Employees, prays for relief and judgment against Defendants, jointly and severally, as follows:

1. For civil penalties and attorneys' fees in excess of twenty-five thousand dollars (\$25,000). Plaintiff reserves the right to amend his prayer for relief to seek a different amount.

As to the First Cause of Action

2. That the Court declare, adjudge and decree that Defendants violated the following California Labor Code provisions as to Plaintiff and/or other non-party Aggrieved Employees: 510 and 1198 (by failing to pay all overtime compensation); 226.7, 510, and 1198 (by failing to include all forms of remuneration in the regular rate of pay for purposes of paying overtime wages and/or meal and rest period premiums); 1182.12, 1194, 1197, and 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516, and 1198 (by

1 failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and permit all
2 rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage statements and
3 maintain accurate payroll records); 204 (by failing to timely pay all earned wages during
4 employment); 201 and 202 (by failing to timely pay all earned wages upon termination); 227.3
5 (by failing to pay all vested vacation days upon termination); 246 (by failing to properly
6 calculate sick leave pay); and 2802 (by failing to reimburse business expenses);

7 3. For civil penalties, pursuant to California Labor Code sections 210, 226.3, 248.5,
8 256, 558, 1174.5, 2699(a), (f), and (g), for violations of California Labor Code sections 201,
9 202, 204, 226(a), 226.7, 227.3, 246, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, and
10 2802;

11 4. For attorneys' fees and costs pursuant to California Labor Code section
12 2699(g)(1), and any and all other relevant statutes, for Defendants' violations of California
13 Labor Code sections 201, 202, 204, 226(a), 226.7, 227.3, 246, 510, 512(a), 516, 1174(d),
14 1182.12, 1194, 1197, 1198, and 2802;

15 5. For pre-judgment and post-judgment interest as provided by law; and

16 6. For such other and further relief as the Court may deem equitable and
17 appropriate.
18

19 Dated: November 13, 2023,

Respectfully submitted,

Capstone Law APC

21 By: 
22 _____

23 Bevin Allen Pike
Daniel S. Jonathan
Trisha K. Monesi

24 Attorneys for Plaintiff Kamari Ridgle
25
26
27
28

EXHIBIT “1”



1875 Century Park East, Suite 1000
Los Angeles, California 90067
310.556.4811 Main | 310.943.0396 Fax

SAIRAH BUDHWANI
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September 5, 2023

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.tfaforms.net/308>)

Subject: *Kamari Ridgle v. Core-Mark International, Inc., et al.*

Dear PAGA Administrator:

This office represents Kamari Ridgle in connection with his claims under the California Labor Code. Mr. Ridgle was an employee of CORE-MARK INTERNATIONAL, INC.; CORE-MARK DISTRIBUTORS, INC.; CORE-MARK INTERRELATED COMPANIES, INC.; CORE-MARK MIDCONTINENT, INC.; PERFORMANCE FOOD GROUP COMPANY; PERFORMANCE FOOD GROUP, INC.; PERFORMANCE TRANSPORTATION, LLC; PFG TRANSCO, INC.; and/or KENNETH O. LESTER COMPANY, INC. For the purposes of this letter, Mr. Ridgle collectively refers to these entities as "CORE-MARK."

The employers may be contacted directly at the addresses below:

CORE-MARK INTERNATIONAL, INC.
1500 SOLANA BLVD, SUITE 3400
WESTLAKE, TX 76262

CORE-MARK DISTRIBUTORS, INC.
4820 N CHURCH LN SE
ATLANTA, GA 30339

CORE-MARK INTERRELATED COMPANIES, INC.
1500 SOLANA BOULEVARD
BLDG 3, SUITE 3400
WESTLAKE, TX 76262

CORE-MARK MIDCONTINENT, INC.
1500 SOLANA BLVD
BUILDING 3, SUITE 3400
WESTLAKE, TX 76262

PERFORMANCE FOOD GROUP COMPANY
12500 WEST CREEK PARKWAY
RICHMOND, VA 23238

PERFORMANCE FOOD GROUP, INC.
12500 WEST CREEK PARKWAY
RICHMOND, VA 23238

PERFORMANCE TRANSPORTATION, LLC
12500 WEST CREEK PARKWAY
RICHMOND, VA 23238

PFG TRANSCO, INC.
12500 WEST CREEK PARKWAY
RICHMOND, VA 23238

KENNETH O. LESTER COMPANY, INC.
12500 WEST CREEK PARKWAY
RICHMOND, VA 23238

Mr. Ridgle intends to seek civil penalties, attorney's fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Mr. Ridgle seeks relief on behalf of himself, the State of California, and other persons who are or were employed by CORE-MARK as a non-exempt, hourly paid employee in California and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

CORE-MARK employed Mr. Ridgle as an hourly paid, non-exempt employee from approximately May 2022 to March 2023. Mr. Ridgle worked for CORE-MARK as a Dispatcher at its location in West Sacramento, California. During his employment, Mr. Ridgle worked eight (8) or more hours per day and five (5) days per week. At the time Mr. Ridgle's employment with CORE-MARK ended, he was compensated approximately \$20.50 per hour. Mr. Ridgle's primary job duties included, without limitation, dispatching drivers, communicating and tracking status of routes, attending to customer issues, and preparing drivers' paperwork and equipment.

CORE-MARK committed one or more of the following Labor Code violations against Mr. Ridgle, the facts and theories of which follow, making him an "aggrieved employee" pursuant to California Labor Code section 2699(c):¹

CORE-MARK's Company-Wide and Uniform Payroll and HR Practices

CORE-MARK INTERNATIONAL, INC.; PERFORMANCE FOOD GROUP COMPANY; and PERFORMANCE TRANSPORTATION, LLC are Delaware corporations. CORE-MARK DISTRIBUTORS, INC. is a Georgia corporation; CORE-MARK INTERRELATED COMPANIES, INC. is a California corporation; and CORE-MARK MIDCONTINENT, INC. is an Arkansas corporation. Finally, PERFORMANCE FOOD GROUP, INC. is a Colorado corporation, while PFG TRANSCO, INC. and KENNETH O. LESTER COMPANY, INC. are Tennessee corporations. Together, they are one of the largest food and foodservice distribution companies in North America. Upon information and belief, CORE-MARK maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Westlake, Texas, or Richmond, Virginia, for all non-exempt, hourly paid employees working for CORE-MARK in California, including Mr. Ridgle and other aggrieved employees. At all relevant times, CORE-MARK issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Ridgle and other aggrieved employees, regardless of their location or position.

¹ These facts, theories, and claims are based on Mr. Ridgle's experience and counsel's review of those records currently available relating to Mr. Ridgle's employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law's requirements, the employer misinformed its employee of the law's requirements, or because the employer effectively hid the violations). Thus, Mr. Ridgle reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

Upon information and belief, CORE-MARK maintains a centralized Payroll department at its corporate headquarters in Westlake, Texas, or Richmond, Virginia, which processes payroll for all non-exempt, hourly paid employees working for CORE-MARK in California, including Mr. Ridgle and other aggrieved employees. Further, CORE-MARK issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Mr. Ridgle and other aggrieved employees, irrespective of their location, position, or manner in which each employee's employment ended. In other words, CORE-MARK utilized the same methods and formulas when calculating wages due to Mr. Ridgle and other aggrieved employees in California.

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

CORE-MARK willfully failed to pay all overtime wages owed to Mr. Ridgle and other aggrieved employees. During the relevant time period, Mr. Ridgle and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, CORE-MARK had a policy and/or practice of requiring Mr. Ridgle and other aggrieved employees to perform work-related tasks while off-the-clock. For example, members of management often called Mr. Ridgle after his shifts or on days off for 5-10 minutes at a time to discuss work-related incidents that took place during his shifts. Additionally, on information and belief, other aggrieved employees were required to change into their uniforms and/or don personal protective equipment ("PPE"), such as freezer suits, on CORE-MARK's premises. However, CORE-MARK did not allow other aggrieved employees to report the time spent donning and doffing their uniforms and/or PPE at the beginning and end of their shifts or during their meal periods, despite being on CORE-MARK's premises and under CORE-MARK's control. As a result, other aggrieved employees were required to spend time donning and doffing their uniforms and/or PPE off-the-clock. Thus, Mr. Ridgle and other aggrieved employees performed work before and after their scheduled shifts, time for which they were not paid.

Second, CORE-MARK, on information and belief, had a company-wide policy of requiring employees to undergo mandatory security checks when entering or exiting the premises, either for loss prevention or safety purposes. As a result of CORE-MARK's policy, other aggrieved employees were required to undergo security screenings when entering the premises before clocking in prior to a shift or when returning from a meal period and when exiting the premises after clocking out at the end of a shift or when leaving for a meal period. Although CORE-MARK's requirement that other aggrieved employees undergo security checks was mandatory, CORE-MARK did not compensate them for the time they spent off-the-clock before and after shifts or during their meal periods, undergoing these checks while under CORE-MARK's control.

Third, during the relevant time period, CORE-MARK had, and continues to have, a company-wide policy and/or practice of understaffing its locations, including adopting a single-staffing model for some of its positions, while assigning heavy workloads, including pressuring employees to meet deadlines and productivity expectations. This company-wide policy and/or practice resulted in a failure to provide Mr. Ridgle and other aggrieved employees with adequate meal period coverage. For example, Mr. Ridgle was the only Dispatcher working during his shift and would have to field 50-100 phone calls per day while completing 2-3 reports that were due at various times throughout the day. As a result of the lack of meal period coverage, Mr. Ridgle and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. CORE-MARK also had a practice of failing to schedule meal periods which, combined with the assignment of heavy workloads, further caused Mr. Ridgle and other aggrieved employees to not be relieved of their duties for compliant meal periods. For example, Mr. Ridgle worked through many of his meal periods to keep up with the demands of work and complete his assigned duties by required deadlines, and had his meal periods interrupted several times per month for the same reasons. Consequently, Mr. Ridgle and other aggrieved employees were required to work through meal periods and/or had their meal periods interrupted to complete their assigned workloads, and CORE-MARK did not pay Mr. Ridgle and other aggrieved employees for the time they continued to perform tasks during meal periods.

Further, prior to January 2023, CORE-MARK's company-wide timekeeping system prevented Mr. Ridgle and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Mr. Ridgle and other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period until 30 minutes had elapsed. Thus, CORE-MARK's timekeeping system further prevented Mr. Ridgle and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted.

CORE-MARK knew or should have known that, as a result of these company-wide practices and/or policies, Mr. Ridgle and other aggrieved employees were performing their assigned duties off-the-clock before and after their shifts, on their days off, and during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Mr. Ridgle and other aggrieved employees worked shifts of eight (8) hours a day or more, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Mr. Ridgle and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

Moreover, CORE-MARK did not pay other aggrieved employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, CORE-MARK paid other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, on information and belief, CORE-MARK failed to incorporate all compensation, including incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when other aggrieved employees worked overtime and received these other forms of pay, CORE-MARK failed to pay all overtime wages by paying a lower overtime rate than required.

CORE-MARK's failure to pay Mr. Ridgle and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Mr. Ridgle and other aggrieved employees are entitled to recover civil

penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in Wage Order No. 9-2001 as “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.” Cal. Code Regs. Tit. 8, § 11090(2)(H) (defining “Hours Worked”).

As set forth above, Mr. Ridgle and/or other aggrieved employees were required to perform work off-the-clock before and after their shifts and on days off, such as responding to phone calls from management regarding work-related matters. As also stated, on information and belief, CORE-MARK required other aggrieved employees to don and doff uniforms and/or PPE, as well as to undergo mandatory security checks while off-the-clock, including when entering the premises before clocking in prior to a shift or when returning from a meal period and when exiting the premises after clocking out at the end of a shift or when leaving for a meal period. Thus, CORE-MARK failed to track this time Mr. Ridgle and other aggrieved employees spent working off-the-clock, and Mr. Ridgle and other aggrieved employees received no compensation for this time.

Moreover, as also stated above, due to CORE-MARK's policies and/or practices of understaffing and/or single-staffing its locations while assigning heavy workloads, failure to schedule meal periods, and subsequent lack of meal period coverage, Mr. Ridgle and other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock during meal periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties during unpaid meal periods. Moreover, as stated, prior to January 2023, CORE-MARK's timekeeping system prevented Mr. Ridgle and other aggrieved employees from entering time worked during meal periods because the system locked out Mr. Ridgle and other aggrieved employees for a full 30 minutes. Thus, CORE-MARK systematically failed to pay Mr. Ridgle and other aggrieved employees for actual hours worked during unpaid meal periods because these hours were not always correctly recorded.

Thus, CORE-MARK did not pay at least minimum wages for all hours worked by Mr. Ridgle and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, CORE-MARK did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, CORE-MARK regularly failed to pay at least minimum wages to Mr. Ridgle and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Mr. Ridgle and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (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.

During the relevant time period, as stated, CORE-MARK had, and continues to have, a company-wide policy and/or practice of understaffing and/or single-staffing its locations while assigning heavy workloads, including pressuring employees to meet deadlines and productivity expectations, which has resulted in a lack of meal period coverage and prevented Mr. Ridgle and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. Further, as stated, CORE-MARK had a practice of failing to schedule meal periods, which further caused Mr. Ridgle and other aggrieved employees to not be relieved of their duties for compliant meal periods.

Additionally, on information and belief, CORE-MARK also had policies and/or practices of requiring employees to don and doff PPE and/or uniforms prior to entering and before leaving their work areas, which further caused other aggrieved employees to not be relieved of their duties for compliant meal periods. Further, as stated, CORE-MARK had a loss prevention policy requiring employees to undergo mandatory security checks when entering or exiting the premises. As result of CORE-MARK's policy, other aggrieved employees were required to undergo security screenings when entering the premises to return from a meal period and/or when exiting the premises to leave for a meal period, and had their meal periods cut short. As a result, Mr. Ridgle and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. For example, Mr. Ridgle had to work through many of his meal periods and had his meal periods interrupted or cut short several times per month due to the heavy workload, pressure to meet deadlines, and lack of coverage.

Further, as stated, CORE-MARK's company-wide timekeeping system prevented Mr. Ridgle and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Mr. Ridgle and other aggrieved employees once they clocked out for a meal period and would not permit them to clock back in from a meal period before 30 minutes elapsed.

Moreover, CORE-MARK did not provide Mr. Ridgle and other aggrieved employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. For example, during his employment, Mr. Ridgle worked several shifts in excess of ten (10) hours per

day, and was not provided his second meal period during these shifts. Mr. Ridgle and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

Further, CORE-MARK had a company-wide policy of requiring all newly hired employees to sign blanket meal period waivers at or near their time of hire. CORE-MARK took the position that non-exempt, hourly paid employees had waived their rights to first and/or second meal periods for the entirety of their employment and, on that basis, did not provide them with all meal periods to which they were entitled. Furthermore, CORE-MARK's meal period waiver form requires employees to provide advance notice in writing should they wish to revoke the waiver. CORE-MARK's presumption that meal periods would not be provided for shifts in excess of five (5) hours but less than six (6) hours and/or for shifts in excess of ten (10) hours but less than twelve (12) hours, due to blanket meal period waivers signed at or near the time of hire, and imposition on employees to revoke the waivers in advance and in writing, discouraged and impeded Mr. Ridgle and other aggrieved employees from taking all meal periods to which they were entitled.

Furthermore, an employer's obligation to provide a meal period is only "triggered" when the employer "employs an employee for a work period of more than five hours per day." *Brinker*, 53 Cal. 4th at 1039 ("If an employer engages, suffers, or permits anyone to work for a full five hours, its meal break obligation is triggered.").

[A]fter the meal break obligation is triggered . . . an employer is put to a choice: it must (1) afford an off-duty meal period; (2) consent to a mutually agreed-upon waiver if one hour or less will end the shift; or (3) obtain written agreement to an on-duty meal period if circumstances permit. Failure to do one of these will render the employer liable for premium pay.

Id. (citing Cal. Labor Code § 226.7; Wage Order No. 5, subd. 11(A), (B)). That CORE-MARK required Mr. Ridgle and other aggrieved employees to sign meal period waivers simultaneously at or near their time of hire (as opposed to on a specific work day) renders them invalid and unenforceable, because CORE-MARK's obligation to provide Mr. Ridgle and aggrieved employees with meal periods did not arise until they had employed them for a full five (5) hours.

At all times mentioned herein, CORE-MARK knew or should have known that as a result of its policies, Mr. Ridgle and other aggrieved employees were not actually relieved of all duties to take timely, uninterrupted meal periods. CORE-MARK further knew or should have known that it did not pay Mr. Ridgle and other aggrieved employees meal period premiums when meal periods were late, missed, shortened, or interrupted.

Moreover, CORE-MARK engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Mr. Ridgle and other aggrieved employees have not received premium pay for missed, late, and interrupted meal periods. Alternatively, to the extent that CORE-MARK did pay other aggrieved employees for missed, late, interrupted, and shortened meal periods, CORE-MARK did not pay other aggrieved employees at the correct rate of pay for premiums because CORE-MARK systematically failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, CORE-MARK failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Mr. Ridgle and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "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" unless the total daily work time is less than three and one-half (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016).

During the relevant time period, CORE-MARK regularly failed to authorize and permit Mr. Ridgle and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, CORE-MARK's company-wide practices of understaffing and/or single-staffing, assigning heavy workloads, including pressuring employees to meet deadlines and productivity expectations, prevented Mr. Ridgle and other aggrieved employees from being relieved of all duty to take rest periods. CORE-MARK also failed to schedule rest periods, which, coupled with CORE-MARK's failure to provide adequate rest period coverage, further led to Mr. Ridgle and other aggrieved employees not being authorized and permitted to take compliant rest periods. Also, to the extent that CORE-MARK required other aggrieved employees to undergo mandatory security checks and/or don and doff PPE and/or uniforms during rest periods, other aggrieved employees were not relieved of all duty in order to take compliant rest periods.

Furthermore, on information and belief, CORE-MARK maintained a company-wide on-premises rest period policy, which effectively required that Mr. Ridgle and other aggrieved employees remain on CORE-MARK's premises during their rest periods. Because Mr. Ridgle and other aggrieved employees were effectively restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, CORE-MARK effectively maintained control over Mr. Ridgle and other aggrieved employees during rest periods.

As a result of CORE-MARK's practices and policies, Mr. Ridgle and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, Mr. Ridgle missed nearly all of his rest periods because there was no coverage available.

CORE-MARK has also engaged in a company-wide practice and/or policy of not paying all rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Mr. Ridgle and other aggrieved employees have not received premium pay for all missed rest periods. Alternatively, to the extent that CORE-MARK did pay other aggrieved employees one (1) additional hour of premium pay for missed rest periods, CORE-MARK did not pay other aggrieved employees at the correct rate of pay for premiums because CORE-MARK failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, CORE-MARK failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Mr. Ridgle and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. CORE-MARK has not provided Mr. Ridgle and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, CORE-MARK has knowingly and intentionally provided Mr. Ridgle and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, CORE-MARK issued uniform wage statements to Mr. Ridgle and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; the inclusive dates of the period for which aggrieved employees were paid; the name and address of the legal entity that is the employer; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages, meal and rest period premiums, and/or paid sick leave, and the corresponding number of hours worked at each hourly rate. Specifically, CORE-MARK violated sections 226(a)(1), 226(a)(2), 226(a)(5), 226(a)(6), 226(a)(8), and 226(a)(9).

First, during the relevant time period, CORE-MARK issued wage statements to Mr. Ridgle and other aggrieved employees that fail to list all applicable hourly rates in effect during the pay period in compliance with section 226(a)(9). For example, CORE-MARK listed wages earned in lump sum amounts and did not list any applicable pay rates, in violation of section 226(a)(9).

Second, during the relevant time period, CORE-MARK issued wage statements to Mr. Ridgle and other aggrieved employees that fail to list the inclusive dates of the period for which employees are paid in compliance with section 226(a)(6). For example, CORE-MARK only listed the "Check Date" and the "Period End" date, and did not list the "Period Beginning" date, in violation of section

226(a)(6). In addition to being unlawful, these practices makes it extremely difficult for employees to determine whether they are being paid correctly or not.

Third, because CORE-MARK did not record the time Mr. Ridgle and other aggrieved employees spent working off-the-clock, CORE-MARK did not list the correct amount of gross wages and net wages earned by Mr. Ridgle and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, CORE-MARK failed to accurately list the total number of hours worked by Mr. Ridgle and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

Fourth, because CORE-MARK did not calculate other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages, meal and rest period premiums, and/or paid sick leave, CORE-MARK did not list the correct amount of gross wages in compliance with section 226(a)(1). For the same reason, CORE-MARK failed to list the correct amount of net wages in violation of section 226(a)(5). CORE-MARK also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct rates of pay for overtime wages, meal and rest premiums, and/or paid sick leave, in violation of section 226(a)(9).

Fifth, and separately from these violations, CORE-MARK issued uniform wage statements to Mr. Ridgle and other aggrieved employees that failed to list the name and address of the legal entity of the actual employer in violation of 226(a)(8). The purpose of section 226(a)(8) is to provide California employees with transparency as to the true identity of their employer, to allow the employee to contact their employer during employment or in the future for various reasons, including filing an administrative claim, judicial claim, or other action to seek relief against their employer, to obtain unemployment benefits, etc. This includes providing employees with a physical address of the employer and not a Post Office Box. During the relevant time period, CORE-MARK systematically, and on a company-wide basis, issued wage statements to Mr. Ridgle and other aggrieved employees that fail to list the employing entity's correct name and/or address. Mr. Ridgle's and other aggrieved employees' wage statements incorrectly list the employer's address as "P.O. BOX 29269, RICHMOND, VA 23242-9269," which is an improper Post Office Box address, but according to the California Secretary of State's website, PERFORMANCE FOOD GROUP, INC.'s entity address should be "12500 WEST CREEK PARKWAY, RICHMOND, VA 23238." Alternatively, Mr. Ridgle's and other aggrieved employees' wage statements incorrectly list the employing entity as "PERFORMANCE FOOD GROUP," when the correct employing entity's name is PERFORMANCE FOOD GROUP, **INC.** or PERFORMANCE FOOD GROUP **COMPANY**.

The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

California Labor Code section 1174(d) provides that "[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors" and "[k]eep, 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. . . .” Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), CORE-MARK willfully failed to maintain accurate payroll records for Mr. Ridgle and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, CORE-MARK engaged in company-wide practices and/or policies of failing to record actual hours worked, and thereby failed to keep accurate records of work period and meal period start and end times for Mr. Ridgle and other aggrieved employees, in violation of section 1198. Furthermore, in light of CORE-MARK’s failure to provide Mr. Ridgle and other aggrieved employees with second 30-minute meal periods to which they were entitled, CORE-MARK kept no records of meal start and end times for second meal periods.

Because CORE-MARK failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Mr. Ridgle and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Mr. Ridgle and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Mr. Ridgle and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f)-(g).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, CORE-MARK failed to pay Mr. Ridgle and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or sick leave pay, within any time period specified by California Labor Code section 204.

Mr. Ridgle and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 210 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (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.

During the relevant time period, CORE-MARK willfully failed to pay Mr. Ridgle and other aggrieved employees who are no longer employed by CORE-MARK all their earned wages, including, but not limited to, overtime wages, minimum wages, meal and rest period premiums, vested vacation wages, and/or sick leave pay, either at the time of discharge, or within seventy-two (72) hours of their leaving CORE-MARK's employ.

Mr. Ridgle and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 256 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 227.3 – Failure to Pay Vested Vacation Wages

California Labor Code section 227.3 provides that if a contract of employment or employer policy provides for paid vacations and an employer terminates an employee, all vested vacation shall be paid to the employee at the employee's final rate of pay, in accordance with such contract of employment or employer policy respecting eligibility or time served. Vacation time vests on a pro-rata basis and, upon termination, an employee is entitled to a pro rata share of vested vacation pay. An employer may not require an employee to forfeit earned but unused vacation pay.

During the relevant time period, CORE-MARK had a company-wide policy and practice of failing to pay other aggrieved employees vested vacation wages that were owed to them at the end of their employment, in violation of California Labor Code section 227.3. CORE-MARK's failure to pay other aggrieved employees all vested vacation wages at the end of their employment has caused a forfeiture of vested vacation wages, in violation of California Labor Code section 227.3.

Other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

Violation of California Labor Code § 246 – Failure to Properly Calculate Paid Sick Leave

At all relevant times herein, California Labor Code sections 245.5, 246, 246.5, 247, 247.5, 248.5, and 249 provide employees who have worked in California for 30 or more days from the commencement of employment with paid sick days, to be accrued at least one hour for every 30 hours worked. Employers must provide no less than 24 hours or three (3) days of paid sick leave (or equivalent paid leave or paid time off) in each year of the employee's employment. Labor Code section 246(l) provides that an employer shall calculate paid sick leave by using one of two calculations: 1) "[p]aid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay

for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek[;]” or 2) “[p]aid sick time for nonexempt employees shall be calculated by dividing the employee’s total wages, not including overtime premium pay, by the employee’s total hours worked in the full pay periods of the prior 90 days of employment.”

During the relevant time period, CORE-MARK did not pay other aggrieved employees the correct sick leave rates of pay. CORE-MARK failed to correctly use either method of calculation under Labor Code section 246(l) to determine other aggrieved employees’ sick leave rates of pay. As stated, in addition to an hourly wage, CORE-MARK paid other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, CORE-MARK failed to incorporate all remunerations, including incentive pay and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating the sick leave pay rate. Therefore, during times when other aggrieved employees took sick leave and received these other forms of pay, CORE-MARK failed to pay all sick leave benefits by paying a lower sick leave pay rate than required. Specifically, CORE-MARK paid other aggrieved employees sick leave based on their hourly rate of pay instead of their regular rate of pay.

CORE-MARK’s failure to properly calculate the sick leave rates of pay based on all remuneration paid has resulted in an underpayment of sick leave benefits to other aggrieved employees on a company-wide basis in violation of Labor Code section 246(l).

Other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code sections 248.5 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan’s Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 9-2001, provides that: “[w]hen the employer requires the use of tools or equipment or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may provide and maintain hand tools and equipment customarily required by the trade or craft.” IWC Wage Order No. 9-2001 further provides that: “[w]hen uniforms are required by the employer to be worn by the employee as a condition of employment, such uniforms shall be provided and maintained by the employer.”

During the relevant time period, CORE-MARK, on a company-wide basis, on information and belief, required other aggrieved employees to use their personal mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job duties but failed to reimburse them for the costs of their work-related mobile device and/or mobile data expenses. Although CORE-MARK required other aggrieved employees to use their personal mobile devices and/or mobile data to carry out their work-related duties, CORE-MARK failed to reimburse them for their costs incurred.

Further, during the relevant time period, on information and belief, CORE-MARK required other aggrieved employees to wear uniforms. However, CORE-MARK did not provide its employees with sufficient uniforms to wear for their shifts throughout the week. Because CORE-MARK failed to provide other aggrieved employees with an adequate number of uniforms in relation to their

scheduled shifts and for the tasks they were required to perform, other aggrieved employees were forced to pay out-of-pocket for some of their uniform components and were not reimbursed for these costs. Moreover, because CORE-MARK failed to provide other aggrieved employees with an adequate number of uniform items, other aggrieved employees had to wash their uniforms more frequently than they would otherwise do laundry, and incur expenses in doing so. Thus, CORE-MARK failed to maintain uniforms it required other aggrieved employees to wear during their shifts and forced them to incur the cost of maintaining employee uniforms.

CORE-MARK could have provided other aggrieved employees with the actual equipment for use on the job, such as company mobile devices, and/or an adequate number of uniform items and access to laundering services, or CORE-MARK could have reimbursed employees for their mobile device usage, laundering expenses, or provided a uniform maintenance allowance. Instead, CORE-MARK passed these operating costs off onto other aggrieved employees. At all relevant times, other aggrieved employees did not earn at least two (2) times the minimum wage.

Thus, CORE-MARK had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

California Labor Code § 558(a)

California Labor Code section 558(a) provides “[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid. . . . (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid. . . .” Labor Code section 558(c) provides that “[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.” CORE-MARK, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Mr. Ridgle’s and other aggrieved employees’ rights by violating various sections of the California Labor Code.

Accordingly, Mr. Ridgle seeks the remedies set forth in Labor Code section 558 for himself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a), 2699.3(c), 2699.5, and 558, Mr. Ridgle, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for himself, all other aggrieved employees, and the State of California against CORE-MARK for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 227.3, 246, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

Therefore, on behalf of all aggrieved employees, Mr. Ridgle seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Pre-Litigation Demand

This notice shall further serve as Mr. Ridgle’s reasonable attempt to settle his dispute with CORE-MARK prior to litigation. Pursuant to *Graham v. Daimler Chrysler Corp.*, 34 Cal. 4th 553 (2004),

this notice serves to inform CORE-MARK of Mr. Ridgle's aforementioned grievances and the proposed remedies as detailed below, while affording CORE-MARK a reasonable opportunity to satisfy Mr. Ridgle's demands.

Demand is hereby made that CORE-MARK shall, within 30 calendar days of this notice, agree, in writing to the following corrective actions:

1. CORE-MARK shall pay Mr. Ridgle and all other aggrieved employees employed by CORE-MARK at any time during the past three years from the date of this notice unpaid wages and compensation for the above-referenced violations.
2. CORE-MARK shall comply with all California labor laws and ensure that its non-exempt employees are paid overtime wages and minimum wages for all hours worked and provided lawful meal and rest periods.
3. CORE-MARK shall conduct a survey or interview all current and former aggrieved employees in California who worked for CORE-MARK in the past three years to obtain information from them regarding the above-referenced violations, including, but not limited to: the number of meal periods which were not provided; the number of rest periods which were not authorized and permitted; and the number of employees who were required to pay for travel expenses; mileage; mobile device expenses; uniforms and uniform maintenance; or other expenditures in the discharge of their duties, with the investigation to be completed within 60 days.
4. CORE-MARK shall pay Mr. Ridgle and each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not provided one or more meal periods, as required by Labor Code sections 226.7, 512(a), 516, and 1198. CORE-MARK also shall pay Mr. Ridgle and each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not authorized and permitted one or more rest periods, as required by Labor Code sections 226.7, 516, and 1198.
5. CORE-MARK shall properly calculate aggrieved employees' rates of pay for overtime, meal and rest period premiums, and/or paid sick leave based on all remuneration paid, pursuant to Labor Code sections 226.7, 510, and 246(l).
6. CORE-MARK shall reimburse Mr. Ridgle and all aggrieved employees who were required to pay for any business expenses incurred for CORE-MARK's benefit, including, but not limited to, costs of mobile device usage, and/or uniforms and uniform maintenance, as required by Labor Code section 2802.
7. CORE-MARK shall pay former aggrieved employees their vested vacation wages at their final rate of pay, in accordance with such contract of employment or employer policy respecting eligibility or time served, as required by Labor Code section 227.3.
8. CORE-MARK shall properly calculate aggrieved employees' rates of pay for overtime, meal and rest period premiums, and/or paid sick leave based on all remuneration paid, pursuant to Labor Code sections 226.7, 510, and 246(l).

9. CORE-MARK shall pay accrued legal interest to Mr. Ridgle and all aggrieved employees at the rate of 10% per annum for said unpaid wages.
10. CORE-MARK shall provide Mr. Ridgle and all aggrieved employees employed by CORE-MARK at any time during the past three years from the date of this notice corrected wage statements that include the requisite information set forth in Labor Code section 226(a).
11. CORE-MARK shall pay waiting time penalties, equal to 30 days of pay, to each former aggrieved employee who was not paid all wages due as described herein.
12. CORE-MARK shall pay all penalties arising from the violations of the Labor Code and IWC Wage Order sections referenced above and pursuant to PAGA, Labor Code sections 2698, *et seq.*, including, but not limited to, penalties under Labor Code sections 210, 226.3, 248.5, 256, 558, 1174.5, 1197.1, and 2699, and Wage Order No. 9-2001, section 19.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Sairah Budhwani
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,



Sairah Budhwani

Copy: CORE-MARK INTERNATIONAL, INC. (via U.S. Certified Mail); CORE-MARK DISTRIBUTORS, INC. (via U.S. Certified Mail); CORE-MARK INTERRELATED COMPANIES, INC. (via U.S. Certified Mail); CORE-MARK MIDCONTINENT, INC. (via U.S. Certified Mail); PERFORMANCE FOOD GROUP COMPANY (via U.S. Certified Mail); PERFORMANCE FOOD GROUP, INC. (via U.S. Certified Mail); PERFORMANCE TRANSPORTATION, LLC (via U.S. Certified Mail); PFG TRANSCO, INC. (via U.S. Certified Mail); KENNETH O. LESTER COMPANY, INC. (via U.S. Certified Mail)

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



7022 2410 0000 2405 9747

U.S. Postal Service[™]
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Postage v.

CORE-MARK

Postmark

Here

CORE-MARK INTERNATIONAL, INC.
1500 SOLANA BLVD, SUITE 3400
WESTLAKE, TX 76262

PS Form 3811, April 2020 PSN 7530-02-000-9053

CORE-MARK INTERNATIONAL, INC.
1500 SOLANA BLVD, SUITE 3400
WESTLAKE, TX 76262

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or use this form if sending online

CORE-MARK INTERNATIONAL, INC.
1500 SOLANA BLVD, SUITE 3400
WESTLAKE, TX 76262



7022 2410 0000 2405 9747

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ Agent ☐ Addressee
- B. Received by (Printed Name) C. Date of Delivery

Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

- Service Type ☐ Priority Mail Express[®]
☐ Registered Mail[™]
☐ Registered Mail Restricted Delivery
☒ Certified Mail[®]
☐ Certified Mail Restricted Delivery
☐ Signature Confirmation[™]
☐ Signature Confirmation Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery

Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



7022 2410 0000 2405 9723

CORE-MARK DISTRIBUTORS,
INC.
4820 N CHURCH LN SE
ATLANTA, GA 30339

CORE-MARK DISTRIBUTORS,
INC.
4820 N CHURCH LN SE
ATLANTA, GA 30339

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.



9590 9402 7690 2122 7150 64

2. Service Type (Print or Stamp box below service label)

- 3. Service Type**
- ☐ Adult Signature
 - ☐ Adult Signature Restricted Delivery
 - ☒ Certified Mail®
 - ☐ Certified Mail Restricted Delivery
 - ☐ Collect on Delivery
 - ☐ Collect on Delivery Restricted Delivery
 - ☐ Priority Mail Express®
 - ☐ Registered Mail™
 - ☐ Registered Mail Restricted Delivery
 - ☐ Signature Confirmation™
 - ☐ Signature Confirmation Restricted Delivery

7022 2410 0000 2405 9723

Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9003

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (Print box and fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
 Postmark
 Month

RIDGLE ✓

CORE-MARK

CORE-MARK DISTRIBUTORS,
INC.
4820 N CHURCH LN SE
ATLANTA, GA 30339

7022 2410 0000 2405 9723

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



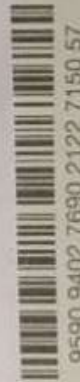
7022 2410 0000 2405 9716

CORE-MARK INTERRELATED
COMPANIES, INC.
1500 SOLANA BOULEVARD
BLDG 3, SUITE 3400
WESTLAKE, TX 76262

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

CORE-MARK INTERRELATED
COMPANIES, INC.
1500 SOLANA BOULEVARD
BLDG 3, SUITE 3400
WESTLAKE, TX 76262



0500 0400 7690 2122 7150 57

Article Number (Transfer from service label)

2022 247.0 0000 2405 9716

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature _____

*

3. Received by (Printed Name)	C. Date of Delivery
-------------------------------	---------------------

2. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

Service Type	Signature Confirmation SM Restricted Delivery
☐ Adult Signature	☐ Priority Mail Express [®]
☐ Adult Signature Restricted Delivery	☐ Registered Mail SM
☐ Certified Mail [®]	☐ Registered Mail Restricted Delivery
☐ Certified Mail Restricted Delivery	☐ Signature Confirmation SM
☐ Collect on Delivery	☐ Signature Confirmation Restricted Delivery
☐ Collect on Delivery Restricted Delivery	

Call Restricted Delivery

Domestic Return: Recalculat

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**
Domestic Mail Only

For delivery information, visit our website at www.usps.com®

OFFICIAL USE

Continued Table 1

Extra Services & Fees (other than add'l fee on equipment)

Fidelity Investments Fidelity Investments

☐ Return Flier (electronic)☐ Certified Mail, Return Receipt Required

CORE-MARK INTERRELATED
COMPANIES, INC.
1500 SOLANA BOULEVARD
BLDG 3, SUITE 3400
WESTLAKE, TX 76262

Rule ✓

Postmark:

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



7022 2410 0000 2405 9709

U.S. Postal Service[™]
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee

\$

Postage & Fees (attach box, add fee as appropriate)

Return Receipt (hardcopy) \$

Return Receipt (electronic) \$

Postmark \$

More

CORE-MARK MIDCONTINENT,
INC.

1500 SOLANA BLVD
BUILDING 3, SUITE 3400
WESTLAKE, TX 76262

Post

\$

Rate

\$

Sur

\$

Sfr

\$

Off

\$

CORE-MARK MIDCONTINENT,
INC.
1500 SOLANA BLVD
BUILDING 3, SUITE 3400
WESTLAKE, TX 76262

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return this card to you.

CORE-MARK MIDCONTINENT,
INC.
1500 SOLANA BLVD
BUILDING 3, SUITE 3400
WESTLAKE, TX 76262



9590 9402 7690 2122 7150 40

2. Article Number (Transfer from service label)

7022 2410 0000 2405 9709

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ X

☐ Agent

☐ Addressee

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☐ Certified Mail

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Endorse on Delivery Restricted Delivery

☐ Mail Restricted Delivery

☐ Priority Mail Express[®]

☐ Registered Mail[™]

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation[™]

☐ Signature Confirmation Restricted Delivery

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



7022 2410 0000 2405 9693

U.S. Postal Service™
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For delivery information, visit our website at www.usps.com®

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy)

☐ Return Receipt (electronic)

2106UE V.
CORE - MARY-IL

Postmark
None

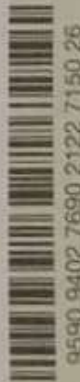
PERFORMANCE FOOD GROUP
COMPANY
12500 WEST CREEK PARKWAY
RICHMOND, VA 23238

PERFORMANCE FOOD GROUP
COMPANY
12500 WEST CREEK PARKWAY
RICHMOND, VA 23238

SENDER: COMPLETE THIS SECTION

- ☐ Complete items 1, 2, and 3.
- ☐ Print your name and address on the reverse so that we can return the card to you.

PERFORMANCE FOOD GROUP
COMPANY
12500 WEST CREEK PARKWAY
RICHMOND, VA 23238



2. Article Number (Transfer from service label)

7022 2410 0000 2405 9693

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒

Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Restricted Delivery

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



7022 2410 0000 2405 9686

U.S. Postal Service[®]
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee: _____
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$ _____
☐ Return Receipt (electronic) \$ _____
☐ Certified Mail Restricted Delivery \$ _____
Postmark: _____

RIDGE V.
CORE-MARK

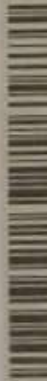
PERFORMANCE FOOD GROUP,
INC.
12500 WEST CREEK PARKWAY
RICHMOND, VA 23238

PERFORMANCE FOOD GROUP,
INC.
12500 WEST CREEK PARKWAY
RICHMOND, VA 23238

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

PERFORMANCE FOOD GROUP,
INC.
12500 WEST CREEK PARKWAY
RICHMOND, VA 23238



9590 9402 7690 2122 7150 33

2. Article Number (Transfer from service label)

7022 2410 0000 2405 9686

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent
☒ Addressee
B. Received by (Printed Name) C. Date of Delivery
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

a. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail[®]
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Restricted Delivery
b. Priority Mail Express[®]
☐ Registered Mail[™]
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation[™]
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067

CERTIFIED MAIL®



7022 2410 0000 2405 9679

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

Return Receipt (hardcopy)

Return Receipt (electronic)

Certified Mail Restricted Delivery

Postmark Here

PERFORMANCE

TRANSPORTATION, LLC

12500 WEST CREEK PARKWAY

RICHMOND, VA 23238

PERFORMANCE
TRANSPORTATION, LLC
12500 WEST CREEK PARKWAY
RICHMOND, VA 23238

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

PERFORMANCE
TRANSPORTATION, LLC
12500 WEST CREEK PARKWAY
RICHMOND, VA 23238



9590 9402 7690 2122 7150 19

2. Article Number (Transfer from service label)

7022 2410 0000 2405 9679

PS Form 3811, July 2020 PSN 7530-02-000-9003

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Agent

Addressee

Received by (Printed Name)

C. Date of Delivery

Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Restricted Delivery

Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



7022 2410 0000 2405 9754

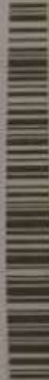
PFG TRANSCO, INC.
12500 WEST CREEK PARKWAY
RICHMOND, VA 23238

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, as on this front if space permits.

1.

PFG TRANSCO, INC.
12500 WEST CREEK PARKWAY
RICHMOND, VA 23238



2. A9600-0000 2410 0000 2405 9754

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent
☒ Addressee
B. Received by (Printed Name) C. Date of Delivery

Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type ☐ Priority Mail Express®
Signature ☐ Registered Mail™
Signature Restricted Delivery ☐ Registered Mail Restricted Delivery
Certified Mail Restricted Delivery ☐ Signature Confirmation™
Collect on Delivery ☐ Signature Confirmation Restricted Delivery
Collect on Delivery Restricted Delivery ☐ Signature Confirmation Restricted Delivery
Insured Mail ☐ Insured Mail Restricted Delivery

Domestic Return Receipt

CERTIFIED MAIL

U.S. Postal Service™

CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$

Postmark
Name

PFG TRANSCO, INC.
12500 WEST CREEK PARKWAY
RICHMOND, VA 23238

Instructions

1875 Century Park, East, 1000
Los Angeles, CA. 90067



7022 2410 0000 2405 9730

KENNETH O. LESTER
COMPANY, INC.
12500 WEST CREEK PARKWAY
RICHMOND, VA 23238

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

KENNETH O. LESTER
COMPANY, INC.
12500 WEST CREEK PARKWAY
RICHMOND, VA 23238



7022 2410 0000 2405

PS Form 3811, July 2020 PSN 7530-02-000-9053

A. Signature

3. Received by (Printed Name)	C. Date of Delivery
-------------------------------	---------------------

2. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

☐ Adult Signatures ☐ Adult Signature Restricted Delivery ☐ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery	☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery
--	---

Abstracted/Indexed

Domestic Return Receipt

Domestic Mail Only

OFFICIAL USE

2004-2005

I am ☐ **Individual** and ☐ **Business** and I am an appropriate
 person to receive this information.

217616 ✓
COPIES - MARK

Postmark:

KENNETH O. LESTER
COMPANY, INC.
100 WEST CREEK PARKWAY
RICHMOND, VA 21238

51

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

PERFORMANCE FOOD GROUP,
INC.
12500 WEST CREEK PARKWAY
RICHMOND, VA 23238



9590 9402 7690 2122 7150 33

2. Article Number (Transfer from service label)

7022 2410 0000 2405 9686

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

LR

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below:

☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail™☐ Signature Confirmation™☐ Signature Confirmation Restricted☐ Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

PERFORMANCE
TRANSPORTATION, LLC
12500 WEST CREEK PARKWAY
RICHMOND, VA 23238



9590 9402 7690 2122 7150 19

2. Article Number (Transfer from service label)

7022 2410 0000 2405 9679

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

LR

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below:

☐ No

Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery☐ Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

PERFORMANCE FOOD GROUP
COMPANY
12500 WEST CREEK PARKWAY
RICHMOND, VA 23238



9590 9402 7690 2122 7150 26

2. Article Number (Transfer from service label)

7022 2410 0000 2405 9693

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

LR

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below:

☐ No

Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery☐ Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

KENNETH O. LESTER
COMPANY, INC.
12500 WEST CREEK PARKWAY
RICHMOND, VA 23238



9590 9402 7690 2122 7150 71

2. Article Number (Transfer from service label)

7022 2410 0000 2405 9730

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

LR

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below:

☐ No

Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery☐ Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1.

PFG TRANSCO, INC.
12500 WEST CREEK PARKWAY
RICHMOND, VA 23238



2. Article Number (Transco form 29-103-000-09)

7022 2410 0000 2405 9754

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

[Handwritten Signature]

☐ Agent

☐ Addressee

B. Received by (Printed Name)

[Handwritten Name: J. C. 39]

C. Date of Delivery

Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

Service Type

Adult Signature

Adult Signature Restricted Delivery

Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Mail

☐ Mail Restricted Delivery

(0)

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restrict

Delivery

☐ Signature Confirmation™

☐ Signature Confirmation

Restricted Delivery