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Attorneys for Plaintiffs
ELIZETH MONTES SOTO and
FLOR ESTRELLITA ARELLANO
PETLACALCO

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN BERNARDINO

ELIZETH MONTES SOTO, and FLOR
ESTRELLITA ARELLANO
PETLACALCO, on behalf of themselves
and similarly situated aggrieved
employees,

Plaintiff,

v.

LAMPS PLUS, INC. and DOES 1-10,
inclusive,

Defendants.

Case No. CIVSB2401990

**COMPLAINT FOR CIVIL PENALTIES
UNDER PAGA**

Plaintiffs Elizeth Montes Soto and Flor Estrellita Arellano Petlactalco ("Plaintiffs"), on behalf
of themselves and other aggrieved employees, complain and alleges as follows:

INTRODUCTION

1. Plaintiffs, as a proxy for the state of California, bring a representative law enforcement
action under the Private Attorneys General Act ("PAGA"), Labor Code Section 2698 et seq., to
recover civil penalties against defendant Lamps Plus, Inc. ("Defendant"). On behalf of themselves and

1 other aggrieved employees, Plaintiffs seek to recover civil penalties - 75% payable to the Labor
2 Workforce Development Agency ("LWDA") and 25% payable to aggrieved employees - owed by
3 Defendant under Labor Code Section 2699 for failure to comply with various provisions of the Labor
4 Code with respect to non-exempt employees who work at distribution center ("Distribution Center
5 Employees").

6 JURISDICTION AND VENUE

7 2. Venue is proper in the County of San Bernardino because work was performed by
8 Plaintiffs and other aggrieved employees for Defendant in the County of San Bernardino and the legal
9 obligations of Defendant to Plaintiffs and other aggrieved employees were breached in the County of
10 San Bernardino.

11 3. The California Superior Court has jurisdiction in this matter because Plaintiffs are
12 residents of California, Defendant is qualified to do business in California, and Defendant regularly
13 conducts business in California. Further, there is no federal question at issue as the claims herein are
14 based solely on California law.

15 THE PARTIES

16 Plaintiffs

17 4. Plaintiff Soto was employed at Defendant's distribution center in Redlands, California
18 from approximately August 7, 2019 through June 28, 2023 and Plaintiff Petlascalco was employed at
19 Defendant's distribution center in Redlands, California from approximately August 2021 through July
20 6, 2023. During their employment, Defendant violated the Labor Code in the following ways.

21 a. In violation of Labor Code Section 512, Defendant failed to provide Plaintiffs
22 and other Distribution Center Employees with meal periods that were duty free for 30 minutes.
23 The 30 minute meal periods provided to Plaintiffs and other Distribution Center Employees
24 were not duty free for 30 minutes because, after clocking out from work at the start of the meal
25 period, it takes Distribution Center Employees several minutes to walk from their work area to
26 the lunch area, and at the end of the meal period it takes Distribution Center Employees several
27 minutes to walk back to the work area and wait in line before they can clock back in for work.

28 b. In violation of Labor Code 1198, Defendant failed to provide Plaintiffs and other

1 Distribution Center Employees with rest periods that were duty free for 10 minutes as required
2 by Section 11 of Wage Order 9. The rest periods provided to Plaintiffs and other Distribution
3 Center Employees were not duty free for 10 minutes because, at the start of their rest periods it
4 takes Distribution Center Employees several minutes to walk from their work area to the rest
5 area, and at the end of the rest period it takes Distribution Center Employees several minutes to
6 walk back to the work area.

7 c. In violation of Labor Code Section 1197, Defendant failed to pay Plaintiffs and
8 other Distribution Center Employees all the minimum wages owed to them because:

9 i) Defendant did not pay Plaintiffs and other Distribution Center
10 Employees wages for meal period time that constituted compensable hours worked
11 because meal periods were not duty free for 30 minutes.

12 ii) Defendant did not pay Plaintiffs and other Distribution Center
13 Employees wages for the time they spent engaged in compensable hours worked off the
14 clock. Before clocking in for work, Distribution Center Employees spend several
15 minutes going through security checks, retrieving protective clothing or equipment from
16 the storage area and donning protective clothing and equipment; and after clocking out
17 from work Distribution Center Employees spend several minutes doffing protective
18 clothing or equipment, returning protective clothing or equipment to the storage area,
19 and going through security checks.

20 d. In violation of Labor Code Section 510, Defendant failed to pay Plaintiffs and
21 other Distribution Center Employees who worked overtime hours all the overtime wages owed
22 to them because:

23 i) Defendant did not pay Plaintiffs and other Distribution Center
24 Employees wages for meal period time that constitutes compensable hours worked
25 because meal period were not duty free for 30 minutes.

26 ii) Defendant did not pay Plaintiffs and other Distribution Center
27 Employees wages for the time they spent engaged in compensable hours worked off the
28 clock.

1 iii) Defendant did not pay Plaintiffs and other Distribution Center
2 Employees the correct premium rates of pay for overtime wages because Defendant did
3 not factor all wages paid to Plaintiffs and other Distribution Center Employees into
4 calculating the regular rate of pay used for calculating overtime rates of pay. For
5 example, attached as Exhibit A is an earning statement for Plaintiff Soto for the pay
6 period ending 11/13/2022 that reflects she worked 28.44 hours during the pay period for
7 which she received her regular rate of \$18.16 an hour and 10.15 hours during the pay
8 period for which she received a shift differential rate of \$22.16 an hour. Based on all
9 her earnings for regular hours worked (\$741.39 for 38.59 regular hours worked),
10 Plaintiff Soto's regular rate of pay for the purposes of calculating overtime wages was
11 \$19.21 an hour and she should have been paid overtime at the rate of \$28.82 an hour
12 instead of a "weighted overtime" rate of \$9.61 an hour (which when added to the
13 regular rate of \$18.16 only amounts to an overtime rate of \$27.77).

14 e. In violation of Labor Code Section 226.7, Defendant failed to pay Plaintiffs and
15 other Distribution Center Employees all the premium wages owed to them for meal period and
16 rest period violations because Defendant failed to provide Plaintiffs and other Distribution
17 Center Employees with meal periods that were duty free for 30 minutes or rest periods that
18 were duty free for 10 minutes.

19 f. In violation of Labor Code Section 226, Defendant failed to provide Plaintiffs
20 and other Distribution Center Employees with accurate or legally compliant wage statements
21 because:

22 i) Since Defendant did not pay Plaintiffs and other Distribution Center
23 Employees the wages owed to them for meal period time that constitutes compensable
24 hours worked, the wages owed to them for meal period and rest period violations, the
25 wages owed to them for the time they spent engaged in compensable hours worked off
26 the clock, or all the overtime wages owed to them, the wage statements provided to
27 Plaintiffs and other Distribution Center Employees failed to state the correct amount of
28 gross wages earned during the pay period, the correct amount of net wages earned

1 during the pay period, the correct number of hours worked during the pay period, and/or
2 all the applicable hourly rates in effect during the pay period.

3 ii) When Plaintiffs and other Distribution Center Employees received wages
4 for sick pay or vacation, wage statements did not state the correct number of hours
5 worked during the pay period because the total of hours worked stated on wage
6 statements included the time for which sick pay or vacation wages were paid. For
7 example, attached as Exhibit B is an earning statement for Plaintiff Petlacialco for the
8 pay period ending 1/30/22 that shows she was paid for 19.14 hours of work at her
9 regular hourly rate of \$18.00 an hour and paid for 20 hours of vacation at the rate of
10 \$20.75 an hour. Although Petlacialco only worked 19.14 hours during the pay period the
11 total of hours worked indicated on the wage statement (under the heading "Gross") is
12 39.14.

13 g. In violation of Labor Code Section 204, Defendant failed to pay Plaintiffs and
14 other Distribution Center Employees all the wages owed to them on regular paydays because
15 Defendant did not pay Plaintiffs and other Distribution Center Employees wages owed to them
16 for meal period time that constitutes compensable hours worked, wages owed to them for meal
17 period and rest period violations, wages for the time they spent engaged in compensable hours
18 worked off the clock, or all the overtime wages owed to them.

19 h. In violation of Labor Code Sections 201 and/or 202, Defendant failed to pay
20 Plaintiffs and other Distribution Center Employees whose employment ended all the wages
21 owed to them upon the termination of their employment because Defendant did not pay
22 Plaintiffs and other Distribution Center Employees wages owed to them for meal period time
23 that constitutes compensable hours worked, wages owed to them for meal period and rest
24 period violations, wages for the time they spent engaged in compensable hours worked off the
25 clock, or all the overtime wages owed to them.

26 i. In violation of Labor Code 1198, Defendant failed to keep accurate records of
27 when work periods started and ended as required by Section 6 of Wage Order 9 because the
28 meal periods of Plaintiffs and other Distribution Center Employees were not duty free for 30

1 minutes and Plaintiffs and other Distribution Center Employees spent time engaged in
2 compensable hours before they clocked in for work and after they clocked out for work.

3 j. In violation of Labor Code Section 1198, Defendant failed to provide Plaintiffs
4 and other Distribution Center Employees with suitable seating as required by Section 13(B) of
5 Wage Order 9 because Defendant did not place an adequate number of suitable seats in
6 reasonable proximity to the work area of Plaintiffs and other Distribution Center Employees for
7 use when they were not engaged in the active duties of their employment.

8 k. Defendant violated Labor Code Section 6404, which prohibits an employer
9 from maintaining a place of employment "that is not safe and healthful" because the
10 temperature in distribution centers operated by Defendant especially during the summer
11 months, frequently exceeded the limits for a safe and healthful workplace.

12 5. Plaintiffs seeks to represent similarly situated persons who are Aggrieved Employees.
13 Aggrieved Employees are persons who, at any time since October 26, 2022 (the date one year before
14 Plaintiff gave the LWDA notice of her allegations), worked for Defendant as a Distribution Center
15 Employee in the state of California.

16 **B. Defendants**

17 6. Defendant is a corporation organized under the laws of the State of California.
18 Defendant maintains its principal place of business in Chatsworth, California. Defendant is engaged in
19 the business of selling lighting products and operates distribution centers in the state of California. At
20 all times relevant to this action, Defendant was the employer of Plaintiffs and the other Aggrieved
21 Employees.

22 7. Plaintiffs are ignorant of the true names, capacities, relationships and extent of
23 participation in the conduct herein alleged, of the Defendants sued herein as Does 1 through 10, but are
24 informed and believe and thereon allege that said Defendants are legally responsible for the wrongful
25 conduct alleged herein and therefore sues these Defendants by such fictitious names. Plaintiffs will
26 amend this complaint to allege their true names and capacities when ascertained.

27 8. Plaintiffs are informed and believe and thereon allege that each Defendant acted in all
28 respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme,

business plan or policy in all respects pertinent hereto, and/or the acts of each Defendant are legally attributable to the other Defendants.

FIRST CAUSE OF ACTION

CIVIL PENALTIES UNDER PAGA

(By Plaintiffs and Aggrieved Employees against Defendants)

9. Plaintiffs incorporate paragraphs 1-8 of this complaint as if fully alleged herein.

10. At all times relevant to this action, Plaintiffs and other Aggrieved Employees were “aggrieved employees” within the meaning of Labor Code Section 2699.

11. Labor Code Sections 2699(a) and (g) authorize an aggrieved employee, on behalf of herself and other current or former employees, to bring a civil action to recover civil penalties pursuant to the procedures specified in Labor Code Section 2699.3.

12. Plaintiffs have complied with the procedures for bringing suit specified in Labor Code Section 2699.3. By letter dated October 26, 2023 (copy attached hereto as Exhibit C), Plaintiffs gave written notice to the LWDA via electronic filing and to Defendant via certified mail of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Because the LWDA did not give notice within 65 calendar days after the postmark date of October 26, 2023 that it intended to investigate Plaintiffs’ allegations, Plaintiffs became entitled to pursue his PAGA claims in a civil action.

13. Pursuant to Labor Code Sections 2699(a) and (f), Plaintiffs and other Aggrieved Employees are entitled to civil penalties for Defendant’s violations of Labor Code Sections 201, 202, 204, 226, 226.7, 510, 512, 1197, 1198 and 6404 in the following amounts:

a. For violation of Labor Code Sections 201, 202, 204, 226, 226.7, 1197, 1198 and 6404, one hundred dollars (\$100) for each employee per pay period for the initial violation and two hundred dollars (\$200) for each employee per pay period for each subsequent violation [penalty amount per Labor Code Section 2699(f)(2)].

b. For violation of Labor Code Section 510 and 512, fifty dollars (\$50) for each employee for each pay period and for each subsequent violation, one hundred dollars (\$100) for each employee for each pay period [penalty per Labor Code Section 558].

14. Pursuant to Labor Code Section 2699(i), 75% of the civil penalties recovered shall be distributed to the LWDA, and 25% shall be distributed to the Aggrieved Employees.

15. Pursuant to Labor Code Section 2699(g), Plaintiffs are entitled to an award of reasonable attorney's fees and costs in connection with their claims for civil penalties.

PRAYER FOR RELIEF

WHEREFORE, on behalf of themselves and all other aggrieved employees, Plaintiffs pray for relief and judgment against Defendants as follows:

A. Civil penalties under Labor Code Section 2699 (75% payable to the LWDA and 25% payable to aggrieved employees).

B. Costs.

C. Reasonable attorney's fees.

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

Dated: January 2, 2024

KARASIK LAW FIRM
By *s/ Gregory N. Karasik*
Gregory N. Karasik
Attorneys for Plaintiff

EXHIBIT A

Earnings Statement

MONTES SOTO, ELIZETH

Pay Date: 11/15/2022 Company: OPID9 - LAMPS PLUS INC
 Period Start: 11/07/2022 20250 PLUMMER STREET
 Period End: 11/13/2022 CHATSWORTH CA 91311 (818) 868-6287

Emp ID: A4FQ
 Dept: 000910 - Shipping
 Pay Basis: Hourly

	Rate	Hours/Units	Current Period	Year To Date
Earnings				
Regular	18.16	28.44	518.47	20126.22
Day Off Worked/Weighted OT	18.16	0.00	0.00	2561.03
Double Weighted OT	18.88	0.00	0.00	431.58
Holiday Worked	18.50	0.00	0.00	160.88
Weighted Christmas	9.61	0.13	1.44	1419.49
2022 CA COVID Supp PSL Batch 1	19.72	0.00	0.00	591.60
Comm/Non Exempt Sick	19.39	0.00	0.00	542.27
Comm/Non Exempt Vacation	19.31	0.00	0.00	1124.04
CA Meal Period	19.16	0.00	0.00	19.16
Differential Rate Regular	22.16	10.16	224.92	8500.02
Holiday Rate \$	19.16	0.00	0.00	913.60
Meal Period Adj \$			0.00	1.84
OT ADJ			0.00	104.35
Retro \$			0.00	76.14
Retro Bonus			0.00	2304.63

*Denotes an override during payroll processing

Gross	38.59	742.53	38875.85
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Hours for italicized entries are already included in totals once.

W/H Taxes

Federal W/H(H)	0.00	81.47
Medicare	10.77	563.70
Social Security	48.06	2410.29
California State W/H(H/3)	0.00	754.29
California SDI Tax	8.17	427.63

Deductions

401K %	29.71	132.30
Accident Policy	4.38	201.48
Critical Illness 20K	2.51	115.46

Net Pay	641.23	34189.03	Vendor No. 649325013
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Net Pay Distribution

Direct Deposit Net Check	641.23	34189.03	ACC:4572
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Employee Benefits, Allowances, and Other

	Current Period	Year To Date	YTD Taken	Available	Total Accrued
401K % - Match	7.43	33.08		*Company Match	
Sick Hourly Hours	0.00	50.65	28.81	21.74	0.00
Vacation Non Exempt Hours	1.78	32.19	20.00	12.19	12.19

EXHIBIT B

Earnings Statement

ARELLANO PETLACALCO, FLOR ESTRELLITA

Pay Date: 02/02/2022
Period Start: 01/24/2022
Period End: 01/30/2022

Company: GPI09 - LAMPS PLUS INC
20250 PLUMMER STREET
CHATSWORTH CA 91311 (818) 886-5267

Emp #: A3J7
Dept: 000910 - Shipping
Pay Basis: Hourly

	Rate	Hours/Units	Current Period	Year To Date	
Earnings					
Regular	18.00	19.14	344.52	2105.28	
Weighted Overtime	9.51	0.00	0.00	13.36	
Comm/Non Exempt Sick	20.38	0.00	0.00	203.80	
Comm/Non Exempt Vacation	20.75	20.00	415.00	611.70	
CA Meal Period	18.00	0.00	0.00	18.00	
Differential Rate Regular	22.00	0.00	0.00	680.90	
Holiday Rate 5	19.00	0.00	0.00	190.00	
OT ADJ			0.00	2.05	
Retro Bonus			0.00	319.37	
Gross		39.14	759.52	4144.48	
W/H Taxes					
Federal W/H(M/1)			38.88	234.12	
Medicare			11.01	60.09	
Social Security			47.09	256.96	
California State W/H(S/1)			13.83	89.39	
California SDI Tax			8.36	45.59	
Deductions					
401K %			37.98	207.24	
Accident Policy			4.38	21.90	
Critical Illness 10k			1.38	6.90	
Short Term Disability			2.52	12.60	
Voluntary Family AD&D			0.23	1.15	
Net Pay			594.06	3208.52	Voucher No. 586164737
Net Pay Distribution					
Direct Deposit Net Check			594.06	3208.52	A/C 4943
Employee Benefits, Allowances, and Other					
401K % - Match			7.60	41.45	*Company Match
Sick Hourly Hours			0.64	50.95	10.00 40.95 0.00
Vacation Non Exempt Hours			1.81	130.72	70.00 60.72 60.72

EXHIBIT C

KARASIK LAW FIRM

16021 Aiglon St.
Pacific Palisades, CA 90272
Tel. (310) 463-9761
greg@karasiklawfirm.com

October 26, 2023

Labor and Workforce Development Agency
Department of Industrial Relations
Online Filing

Re: California Labor Code §2699 Letter

Aggrieved Employees: Elizabeth Montes Soto
Flor Estrellita Arellano Petlacalco

Employer: Lamps Plus, Inc.

This letter shall serve as notice under Labor Code Section 2699.3 that Elizabeth Montes Soto and Flor Estrellita Arellano Petlacalco alleges that their former employers Lamps Plus, Inc. ("Lamps Plus") has or had a practice of violating various provisions of the Labor Code with respect to non-exempt employees who work at distribution centers ("Distribution Center Employees"). Soto was employed by Lamps Plus as a Distribution Center Employee at the Lamps Plus distribution center in Redlands, California from approximately August 7, 2019 through June 28, 2023 and Petlacalco was employed by Lamps Plus as a Distribution Center Employee at the Lamps Plus distribution center in Redlands, California from approximately August 2021 through July 6, 2023. Soto and Petlacalco allege, on behalf of themselves and other Distribution Center Employees, that Lamps Plus violates the Labor Code in the following ways.

1. In violation of Labor Code Section 512, Lamps Plus fails to provide Distribution Center Employees with meal periods that are duty free for 30 minutes. The 30 minute meal periods provided to Distribution Center Employees are not duty free for 30 minutes because, after clocking out from work at the start of the meal period, it takes Distribution Center Employees several minutes to walk from their work area to the lunch area, and at the end of the meal period it takes Distribution Center Employees several minutes to walk back to the work area and wait in line before they can clock back in for work.
2. In violation of Labor Code 1198, Lamps Plus fails to provide Distribution Center Employees with rest periods that are duty free for 10 minutes as required by Section 11 of Wage Order 9. The rest periods provided to Distribution Center Employees are not duty free for 10 minutes because, at the start of their rest periods it takes Distribution Center Employees several minutes to walk from their work area to the rest area, and at the end of the rest period it takes Distribution Center Employees several minutes to walk back to the work area.
3. In violation of Labor Code Section 1197, Lamps Plus fails to pay Distribution Center Employees all the minimum wages owed to them because:

a. Lamps Plus does not pay Distribution Center Employees wages for meal period time that constitutes compensable hours worked because meal periods, for the reasons explained above, are not duty free for 30 minutes.

b. Lamps Plus does not pay Distribution Center Employees wages for the time they spend engaged in compensable hours worked off the clock. Before clocking in for work, Distribution Center Employees spend several minutes going through security checks, retrieving protective clothing or equipment from the storage area and donning protective clothing and equipment; and after clocking out from work Distribution Center Employees spend several minutes doffing protective clothing or equipment, returning protective clothing or equipment to the storage area, and going through security checks.

4. In violation of Labor Code Section 510, Lamps Plus fails to pay Distribution Center Employees who work overtime hours all the overtime wages owed to them because:

a. Lamps Plus does not pay Distribution Center Employees wages for meal period time that constitutes compensable hours worked because meal periods, for the reasons explained above, are not duty free for 30 minutes.

b. Lamps Plus does not pay Distribution Center Employees wages for the time, as explained above, they spend engaged in compensable hours worked off the clock.

c. Lamps Plus does not pay Distribution Center Employees the correct premium rates of pay for overtime wages because Lamps Plus does not factor all wages paid to Distribution Center Employees into calculating the regular rate of pay used for calculating overtime rates of pay. For example, attached as Exhibit 1 is an earning statement for Soto for the pay period ending 11/13/2022 that reflects she worked 28.44 hours during the pay period for which she received her regular rate of \$18.16 an hour and 10.15 hours during the pay period for which she received a shift differential rate of \$22.16 an hour. Based on all her earnings for regular hours worked (\$741.39 for 38.59 regular hours worked), Soto's regular rate of pay for the purposes of calculating overtime wages was \$19.21 an hour and she should have been paid overtime at the rate of \$28.82 an hour instead of a "weighted overtime" rate of \$9.61 an hour (which when added to the regular rate of \$18.16 only amounts to an overtime rate of \$27.77).

5. In violation of Labor Code Section 226.7, Lamps Plus fails to pay Distribution Center Employees all the premium wages owed to them for meal period and rest period violations because, for the reasons explained above, Lamps Plus fails to provide Distribution Center Employees with meal periods that are duty free for 30 minutes or rest periods that are duty free for 10 minutes.

6. In violation of Labor Code Section 226, Lamps Plus fails to provide Distribution Center Employees with accurate or legally compliant wage statements because:

a. Since, for the reasons explained above, Lamps Plus does not pay Distribution Center Employees the wages owed to them for meal period time that constitutes compensable hours worked, the wages owed to them for meal period and rest period violations, the wages owed to them for the time they spend engaged in compensable hours worked off the clock, or all

the overtime wages owed to them, the wage statements provided to Distribution Center Employees fail to state the correct amount of gross wages earned during the pay period, the correct amount of net wages earned during the pay period, the correct number of hours worked during the pay period, and/or all the applicable hourly rates in effect during the pay period.

b. When Distribution Center Employees receive wages for sick pay or vacation, wage statements do not state the correct number of hours worked during the pay period because the total of hours worked stated on wage statements includes the time for which sick pay or vacation wages are paid. For example, attached as Exhibit 2 is an earning statement for Petlascalco for the pay period ending 1/30/22 that shows she was paid for 19.14 hours of work at her regular hourly rate of \$18.00 an hour and paid for 20 hours of vacation at the rate of \$20.75 an hour. Although Petlascalco only worked 19.14 hours during the pay period the total of hours worked indicated on the wage statement (under the heading "Gross") is 39.14.

7. In violation of Labor Code Section 204, Lamps Plus fails to pay Distribution Center Employees all the wages owed to them on regular paydays because, for the reasons explained above, Lamps Plus does not pay Distribution Center Employees wages owed to them for meal period time that constitutes compensable hours worked, wages owed to them for meal period and rest period violations, wages for the time they spend engaged in compensable hours worked off the clock, or all the overtime wages owed to them.

8. In violation of Labor Code Sections 201 and/or 202, Lamps Plus fails to pay Distribution Center Employees whose employment ends all the wages owed to them upon the termination of their employment because, for the reasons explained above, Lamps Plus does not pay Distribution Center Employees wages owed to them for meal period time that constitutes compensable hours worked, wages owed to them for meal period and rest period violations, wages for the time they spend engaged in compensable hours worked off the clock, or all the overtime wages owed to them.

9. In violation of Labor Code 1198, Lamps Plus fails to keep accurate records of when work periods start and end as required by Section 6 of Wage Order 9 because, for the reasons explained above, the meal periods of Distribution Center Employees are not duty free for 30 minutes and Distribution Center Employees spend time engaged in compensable hours before they clock in for work and after they clock out for work.

10. In violation of Labor Code Section 1198, Lamps Plus fails to provide Distribution Center Employees with suitable seating as required by Section 13(B) of Wage Order 9 because Lamps Plus does not place an adequate number of suitable seats in reasonable proximity to the work area of Distribution Center Employees for use when they are not engaged in the active duties of their employment.

11. Lamps Plus violates Labor Code Section 6404, which prohibits an employer from maintaining a place of employment "that is not safe and healthful" because the temperature in distribution centers operated by Lamps Plus, especially during the summer months, frequently exceeds the limits for a safe and healthful workplace.

Please advise whether the LWDA intends to investigate these allegations. If we do not receive a timely notice that the LWDA intends to do so, Soto and Petlacalco will proceed to seek civil penalties under Labor Code Section 2699 against Lamps Plus in a civil lawsuit.

Very truly yours,

KARASIK LAW FIRM

s/ Gregory N. Karasik
Gregory N. Karasik

cc: Lamps Plus, Inc.
20250 Plummer Street
Chatsworth, CA 91311

Via Certified Mail

EXHIBIT 1

Earnings Statement

MONTES SOTO, ELIZETH

Pay Date: 11/18/2022 Company: OPI09 - LAMPS PLUS INC
 Period Start: 11/07/2022 20250 PLUMMER STREET
 Period End: 11/13/2022 CHATSWORTH CA 91311 (818) 885-5287

Emp #: AMFQ
 Dept: 000910 - Shipping
 Pay Basis: Hourly

Earnings	Rate	Hours/Units	Current Period	Year To Date
Regular	18.18	28.44	518.47	20125.22
Day Off Worked/Weighted OT	18.18	0.00	0.00	2561.03
Double Weighted OT	18.98	0.00	0.00	431.58
Holiday Worked	19.50	0.00	0.00	150.88
Weighted Overtime	9.61	0.15	1.44	1419.49
2022 CA COVID Supp PSL Batch 1	19.72	0.00	0.00	591.80
Comm/Non Exempt Sick	19.39	0.00	0.00	542.27
Comm/Non Exempt Vacation	19.31	0.00	0.00	1124.04
CA Meal Period	19.18	0.00	0.00	19.18
Differential Rate Regular	22.18	10.15	224.82	8500.02
Holiday Rate 5	19.18	0.00	0.00	913.60
Meal Period Adj \$			0.00	1.64
OT ADJ			0.00	104.35
Retro \$			0.00	76.14
Retro Bonus			0.00	2304.63

*Denotes an override during payroll processing.

Gross 38.58 742.83 38875.65

Hours for italicized entries are already included in totals once.

W/H Taxes

Federal W/H(H)	0.00	81.47
Medicare	10.77	563.70
Social Security	48.08	2410.29
California State W/H(H/3)	0.00	754.29
CaliforniaSDI Tax	8.17	427.53

Deductions

401K %	28.71	132.30
Accident Policy	4.38	201.48
Critical Illness 20k	2.51	115.46

Net Pay

641.23 34189.03 Voucher No. 61932500

Net Pay Distribution

Direct Deposit Net Check 641.23 34189.03 A/C 4572

Employee Benefits, Allowances, and Other

	Current Period	Year To Date	YTD Taken	Available	Total Accrued
401K % - Match	7.43	33.08			
Sick Hourly Hours	0.00	50.85	28.91	21.74	0.00
Vacation Non Exempt Hours	1.78	32.19	20.00	12.19	12.19

*Company Match

EXHIBIT 2

Earnings Statement

ARELLANO PETLACALCO, FLOR ESTRELLITA

Pay Date: 02/02/2022
Period Start: 01/24/2022
Period End: 01/30/2022

Company: 0PI09 - LAMPS PLUS INC
20250 PLUMMER STREET
CHATSWORTH CA 91311 (818) 886-5267

Emp #: A3J7
Dept: 000910 - Shipping
Pay Basis: Hourly

	Rate	Hours/Units	Current Period	Year To Date	
Earnings					
Regular	18.00	19.14	344.52	2105.26	
Weighted Overtime	9.51	0.00	0.00	13.36	
Comm/Non Exempt Sick	20.38	0.00	0.00	203.80	
Comm/Non Exempt Vacation	20.75	20.00	415.00	811.70	
CA Meal Period	18.00	0.00	0.00	18.00	
Differential Rate Regular	22.00	0.00	0.00	580.90	
Holiday Rate 5	19.00	0.00	0.00	190.00	
OT ADJ			0.00	2.05	
Retro Bonus			0.00	319.37	
Gross		39.14	759.52	4144.46	
W/H Taxes					
Federal W/H(M/1)			38.88	234.12	
Medicare			11.01	60.09	
Social Security			47.09	256.96	
California State W/H(S/1)			13.63	89.39	
CaliforniaSDI Tax			8.36	45.59	
Deductions					
401K %			37.98	207.24	
Accident Policy			4.38	21.90	
Critical Illness 10k			1.38	6.90	
Short Term Disability			2.52	12.60	
Voluntary Family AD&D			0.23	1.15	
Net Pay			594.06	3208.52	Voucher No. 589104800
Net Pay Distribution					
Direct Deposit Net Check			594.06	3208.52	A/C-4943
Employee Benefits, Allowances, and Other					
401K % - Match			7.60	41.45	*Company Match
Sick Hourly Hours			0.64	50.95	10.00 40.95 0.00
Vacation Non Exempt Hours			1.81	130.72	70.00 60.72 60.72