SUM-100

SUMMONS
(CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
10/1/2026 9:08:09 AM

Clerk of the Superior Court
By A. Ramirez ,Deputy Clerk

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):
SUNNY SKY PRODUCTS, LLC, a Delaware limited liability; and DOES 1-50, Inclusive,

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):
RODRIGO ORTIZ and DANNY ALVAREZ, on behalf of the State of California in Plaintiffs' representative capacity as a private attorney general,

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (*www.lawhelpcalifornia.org*), the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of $10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.
¡AVISO! *Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.*

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de $10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): Hall of Justice

330 W. Broadway, San Diego, CA 92101

CASE NUMBER:
(Número del Caso):
26CU052361C

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Jean-Claude Lapuyade, Esq. T: (619) 599-8292 JCL Law Firm, APC - 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121

DATE: October 2, 2026 *(Fecha)*
Clerk, by *(Secretario)* A Ramirez **A. Ramirez Gonzalez** , Deputy *(Adjunto)*

(For proof of service of this summons, use Proof of Service of Summons *(form POS-010).)*
(Para prueba de entrega de esta citatión use el formulario Proof of Service of Summons, *(POS-010)).*

[SEAL]

NOTICE TO THE PERSON SERVED: You are served
1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of *(specify):*
3. ☐ on behalf of *(specify):*
   under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
   ☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
   ☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
   ☐ other *(specify):*
4. ☐ by personal delivery on *(date)*:

Form Adopted for Mandatory Use
Judicial Council of California
SUM-100 [Rev. July 1, 2009]

SUMMONS

Code of Civil Procedure §§ 412.20, 465
www.courts.ca.gov

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County of San Diego
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Clerk of the Superior Court
By A. Ramirez ,Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

RODRIGO ORTIZ and DANNY ALVAREZ, on behalf of the State of California in Plaintiffs' representative capacity as a private attorney general,

Plaintiffs,

v.

SUNNY SKY PRODUCTS, LLC, a Delaware limited liability; and DOES 1-50, Inclusive,

Defendants.

Case No: 26CU052361C

REPRESENTATIVE ACTION COMPLAINT FOR:

1) VIOLATIONS OF THE PRIVATE ATTORNEYS GENERAL ACT [LABOR CODE §§ 2698 ET SEQ.]

PLAINTIFF RODRIGO ORTIZ ("PLAINTIFF ORTIZ") and PLAINTIFF DANNY ALVAREZ ("PLAINTIFF ALVAREZ") (collectively "PLAINTIFFS"), individuals, in PLAINTIFFS' representative capacities and on behalf of PLAINTIFFS, the people of the State of California, and as an "aggrieved employee" acting as a private attorney general under the Labor Code Private Attorney General Act of 2004, Section 2699, *et seq.* ("PAGA") only, alleges on information and belief, except for their own acts and knowledge which are based on personal knowledge, the following:

INTRODUCTION

1. PLAINTIFFS bring this action against Defendant SUNNY SKY PRODUCTS, LLC ("DEFENDANT") and Does 1-50 (collectively, "DEFENDANTS") seeking only to recover PAGA civil penalties on behalf of all current and former aggrieved employees who worked for DEFENDANTS. PLAINTIFFS do **not seek to recover anything other than penalties as permitted by California Labor Code Section 2699**. To the extent that statutory violations are mentioned for wage violations, PLAINTIFFS do not seek underlying general and/or special damages for those violations, but simply the civil penalties permitted by California Labor Code Section 2699.

2. California has enacted the PAGA which permits PLAINTIFFS to bring an action on behalf of PLAINTIFFS and on behalf of others for PAGA penalties *only*, which is the precise and sole nature of this action.

3. Accordingly, PLAINTIFFS seek to obtain all applicable relief for DEFENDANTS' violations under PAGA and solely for the relief as permitted by PAGA that is, penalties and any other relief the Court deems proper pursuant to PAGA. Nothing in this complaint should be construed as attempting to obtain any relief that would not be available in a PAGA- only action.

4. PLAINTIFFS bring this representative action pursuant to PAGA on behalf of the Labor and Workforce Development Agency ("LWDA") and other current and former aggrieved employees of DEFENDANTS for engaging in a pattern and practice of wage and hour violations under the California Labor Code.

5. PLAINTIFFS are informed and believe, and thereon allege, that DEFENDANTS decreased their employment-related costs by systematically violating California wage and hour laws.

6. DEFENDANTS' systematic pattern of wage and hour and Industrial Welfare Commission ("IWC") Wage Order violations toward PLAINTIFFS and other aggrieved employees in California include, *inter alia*:

a. Failure to provide compliant meal and rest periods;

b. Failure to allow employees to take duty-free meal and rest periods;

c. Failure to pay all minimum, sick pay, regular and overtime wages;

d. Failure to correctly calculate the regular rate of pay;

e. Failure to pay within seven (7) days of the close of payroll;

f. Failure to pay for all hours worked;

g. Failure to maintain true and accurate records;

h. Failure to reimburse for required business expenses;

i. Failure to provide suitable seating;

j. Failure to provide accurate itemized wage statements; and

k. Failure to timely pay wages due during, and upon termination of employment.

7. PLAINTIFFS reserve the right to name additional representatives throughout the State of California.

THE PARTIES

8. DEFENDANT is a Delaware limited liability company that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

9. The true names and capacities, whether individual, corporate, subsidiary, partnership, associate or otherwise of DOES 1 through 50, inclusive, are presently unknown to PLAINTIFFS, by such fictitious names pursuant to California Civil Procedure Code Section 474. PLAINTIFFS will seek leave to amend this Complaint to allege the true names and capacities of DOES 1 through 50, inclusive, when they are ascertained.

10. PLAINTIFFS are informed and believe, and based upon that information and belief allege, that the DEFENDANTS, inclusive of DEFENDANT and DOES 1 through 50, named in this Complaint, are responsible in some manner for one or more of the events and happenings that proximately caused the injuries and damages hereinafter alleged.

11. DEFENDANTS were the employer of PLAINTIFFS as evidenced by the documents issued to PLAINTIFFS and by the company for which PLAINTIFFS performed work.

12. PLAINTIFFS allege that at all times relevant herein, DEFENDANT and DOES 1-50, and each of them, were the agents, managers joint venturers, joint employers, representatives, servants, employees, successors in interest, predecessors in interest, co-conspirators, and/or assigns of each other, and at all times relevant hereto, where acting the course and scope of their authority as such agents, managers, joint venturers, joint employers, representatives, servants, employees, successors in interest, predecessors in interest, co-conspirators, and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization, and/or consent of each DEFENDANT inclusive of DOES 1 through 50.

13. PLAINTIFFS further allege that DEFENDANTS, and each of them, directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of PLAINTIFFS and the other AGGRIEVED EMPLOYEES as defined *infra,* so as to make each of the DEFENDANTS joint employers liable under the statutory provisions set forth herein.

14. PLAINTIFFS further allege that DEFENDANT and DOES 1 through 25 (hereinafter collectively referred to as "ALTER EGO DEFENDANTS") were the agents, managers, director, majority shareholders, joint venturers, joint employers, representatives, servants, employees, successors in interest, predecessors in interest, co-conspirators, and/or assigns of each other, and that there existed such a unity of interest and ownership among the ALTER EGO DEFENDANTS, such that any individuality or separateness between the entities or individuals has ceased.

15. Consequently, PLAINTIFFS herein allege that the ALTER EGO DEFENDANTS are the alter ego of each other, and that adherence to the fiction of the separate existence of the

ALTER EGO DEFENDANTS would permit an abuse of the corporate privilege and would promote injustice by protecting ALTER EGO DEFENDANTS from liability for the wrongful acts committed by them.

16. PLAINTIFFS further allege that the ALTER EGO DEFENDANTS' various separate corporate entities are used by an individual or individuals, or by another corporation, to accomplish inequitable purposes, including to limit liability for the unlawful acts of the ALTER EGO DEFENDANTS.

17. PLAINTIFFS further allege that there is such a unity of interest and ownership between the ALTER EGO DEFENDANTS' various corporate entities and the individual or individuals, or organization controlling those corporate entities that their separate personalities no longer exist.

18. DEFENDANTS own and operate a Beverage Manufacturing and Distribution business in California, including in the County of San Diego.

19. PLAINTIFF ORTIZ has been employed by DEFENDANTS in California since October of 2024 to the present, as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. PLAINTIFF ALVAREZ was employed by DEFENDANTS in California from July 2024 to December 2025, as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked.

20. PLAINTIFFS, and such persons who may be added from time to time who satisfy the requirements and exhaust the administrative procedures under the PAGA, bring this Representative Action on behalf of the State of California with respect to PLAINTIFFS and all individuals who are or previously were employed by DEFENDANTS in California and classified as non-exempt employees, ("AGGRIEVED EMPLOYEES") during the time period of July 27, 2025, and the present ("PAGA PERIOD").

21. PLAINTIFF ORTIZ and PLAINTIFF ALVAREZ are each an "AGGRIEVED EMPLOYEE" within the meaning of Labor Code Section 2699(c) because PLAINTIFFS were

employed by DEFENDANTS and personally suffered each of the alleged Labor Code violations committed by DEFENDANTS.

22. PLAINTIFFS and all other AGGRIEVED EMPLOYEES are, and at all relevant times were, employees of DEFENDANTS, within the meanings set forth in the California Labor Code and the applicable IWC Wage Order.

23. Each of the fictitiously named defendants participated in the acts alleged in this Complaint. The true names and capacities of the Defendants named as DOES 1 THROUGH 50, inclusive, are presently unknown to PLAINTIFFS. PLAINTIFFS will amend this Complaint, setting forth the true names and capacities of these fictitiously named Defendants when their true names are ascertained. PLAINTIFFS are informed and believe, and on that basis allege, that each of the fictitious Defendants has participated in the acts alleged in this Complaint.

24. DEFENDANTS, were PLAINTIFFS' employers or persons acting on behalf of PLAINTIFFS' employer, within the meaning of California Labor Code Section 558, who violated or caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating hours and days of work in any order of the IWC and, as such, are subject to civil penalties for each underpaid employee, as set forth in Labor Code Section 558, at all relevant times.

25. DEFENDANTS were PLAINTIFFS' employer or persons acting on behalf of PLAINTIFFS' employer either individually or as an officer, agent, or employee of another person, within the meaning of California Labor Code Section 1197.1, who paid or caused to be paid to any employee a wage less than the minimum fixed by California state law, and as such, are subject to civil penalties for each underpaid employee.

JURISDICTION AND VENUE

26. This Court has jurisdiction over this Action pursuant to California Code of Civil Procedure, Section 410.10 and California Business and Professions Code, Section 17203. This Court has jurisdiction over AGGRIEVED EMPLOYEES' claims for civil penalties under the Private Attorney General Act of 2004, California Labor Code Section 2698, *et seq*.

27. Venue is proper in this Court pursuant to California Code of Civil Procedure, Sections 395 and 395.5, because DEFENDANTS (i) currently maintain and at all relevant times

maintained offices and facilities in this County and/or conduct substantial business in this County, and (ii) committed the wrongful conduct herein alleged in this County against AGGRIEVED EMPLOYEES.

THE CONDUCT

28. In violation of the applicable sections of the California Labor Code and the requirements of the IWC Wage Order, DEFENDANTS as a matter of company policy, practice, and procedure, intentionally, knowingly, and systematically failed to provide legally compliant meal and rest periods, failed to accurately compensate PLAINTIFFS and AGGRIEVED EMPLOYEES for missed meal and rest periods, failed to pay PLAINTIFFS and AGGRIEVED EMPLOYEES for all time worked, failed to compensate PLAINTIFFS and AGGRIEVED EMPLOYEES for off-the-clock work, failed to pay PLAINTIFFS and AGGRIEVED EMPLOYEES overtime at the correct regular rate of pay, failed to compensate PLAINTIFFS and AGGRIEVED EMPLOYEES meal rest premiums at the regular rate, failed to reimburse PLAINTIFFS and other AGGRIEVED EMPLOYEES for business expenses, and knowingly and intentionally failed to issue to PLAINTIFFS and AGGRIEVED EMPLOYEES accurate itemized wage statements showing, among other things, all applicable hourly rates in effect during the pay periods and the corresponding amount of time worked at each hourly rate. DEFENDANTS' uniform policies and practices are intended to purposefully avoid the accurate and full payment for all time worked as required by California law which allows DEFENDANTS to illegally profit and gain an unfair advantage over competitors who comply with the law. To the extent equitable tolling operates to toll claims by the AGGRIEVED EMPLOYEES against DEFENDANTS, the PAGA PERIOD should be adjusted accordingly.

A. Meal Period Violations

29. Pursuant to the IWC Wage Orders, DEFENDANTS were required to pay PLAINTIFFS and AGGRIEVED EMPLOYEES for all their time worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work. From time to time during the PAGA PERIOD, DEFENDANTS required PLAINTIFFS and AGGRIEVED EMPLOYEES to work without paying them for all the

time they were under DEFENDANTS' control. Specifically, DEFENDANTS required PLAINTIFFS to work while clocked out during what was supposed to be PLAINTIFFS' off-duty meal break. Indeed, there were many days when PLAINTIFFS did not even receive a partial lunch. As a result, the PLAINTIFFS and other AGGRIEVED EMPLOYEES forfeited minimum wage and overtime compensation by regularly working without their time being accurately recorded and without compensation at the applicable minimum wage and overtime rates. DEFENDANTS' uniform policy and practice not to pay PLAINTIFFS and other AGGRIEVED EMPLOYEES for all time worked is evidenced by DEFENDANTS' business records.

30. During the PAGA PERIOD, as a result of their rigorous work schedules and DEFENDANTS' inadequate staffing practices, PLAINTIFFS and other AGGRIEVED EMPLOYEES were from time to time unable to take thirty (30) minute off-duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFFS and other AGGRIEVED EMPLOYEES were from time to time required to perform work as ordered by DEFENDANTS for more than five (5) hours during some shifts without receiving a meal break. Further, from time to time DEFENDANTS failed to provide PLAINTIFFS and AGGRIEVED EMPLOYEES with a second off-duty meal period for some workdays in which DEFENDANTS require these employees to work ten (10) hours of work. The nature of the work performed by PLAINTIFFS and other AGGRIEVED EMPLOYEES does not qualify for the limited and narrowly construed "on-duty" meal period exception. When they were provided with meal periods, PLAINTIFFS and other AGGRIEVED EMPLOYEES were, from time to time, required to remain on duty and on call. DEFENDANTS' failure to provide PLAINTIFFS and the AGGRIEVED EMPLOYEES with legally required meal breaks is evidenced by DEFENDANTS' business records. PLAINTIFFS and AGGRIEVED EMPLOYEES therefore forfeit meal breaks without additional compensation and in accordance with DEFENDANTS' strict corporate policy and practice.

B. <u>Rest Period Violations</u>

31. During the PAGA PERIOD, PLAINTIFFS and other AGGRIEVED EMPLOYEES were from time to time also required to work in excess of four (4) hours without being provided ten (10) minute rest periods as a result of their rigorous work requirements and DEFENDANTS'

inadequate staffing. Further, for the same reasons, these employees were from time to time denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, denied from time to time a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours, and denied from time to time a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more. When they were provided with rest breaks, PLAINTIFFS and other AGGRIEVED EMPLOYEES were, from time to time, required to remain on duty and/or on call. PLAINTIFFS and other AGGRIEVED EMPLOYEES were also not provided with one-hour wages *in lieu* thereof. As a result of their rigorous work schedules and DEFENDANTS' inadequate staffing, PLAINTIFFS and other AGGRIEVED EMPLOYEES were from time to time denied their proper rest periods by DEFENDANTS and DEFENDANTS' managers.

C. Unreimbursed Business Expenses

32. DEFENDANTS as a matter of corporate policy, practice, and procedure, intentionally, knowingly, and systematically failed to reimburse and indemnify the PLAINTIFFS and the other AGGRIEVED EMPLOYEES for required business expenses incurred by the PLAINTIFFS and other AGGRIEVED EMPLOYEES in direct consequence of discharging their duties on behalf of DEFENDANTS. Under California Labor Code Section 2802, employers are required to indemnify employees for all expenses incurred in the course and scope of their employment. California Labor Code Section 2802 expressly states that "an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful."

33. In the course of their employment, DEFENDANTS required PLAINTIFFS and other AGGRIEVED EMPLOYEES to incur personal expenses as a result of and in furtherance of their job duties for the use of their personal cell phones, vehicles, and for the maintenance of their work uniforms. Specifically, PLAINTIFFS and other AGGRIEVED EMPLOYEES were required to use their own cell phones and vehicles, and maintain their uniforms in order to perform work

related tasks. However, DEFENDANTS unlawfully failed to reimburse PLAINTIFFS and other AGGRIEVED EMPLOYEES for the personal expenses incurred for the use of their personal cell phones, vehicles, and maintenance of their work uniforms. As a result, in the course of their employment with DEFENDANTS, the PLAINTIFFS and other AGGRIEVED EMPLOYEES incurred unreimbursed business expenses that included, but were not limited to, costs related to the use of their personal cell phones, vehicles, and maintenance of their work uniforms, all on behalf of and for the benefit of DEFENDANTS.

D. Wage Statement Violations

34. California Labor Code Section 226 requires an employer to furnish its employees an accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours worked, (3) the number of piece-rate units earned and any applicable piece-rate, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of the employee's social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

35. From time to time during the PAGA PERIOD, when PLAINTIFFS and other AGGRIEVED EMPLOYEES missed meal and rest breaks, or were paid inaccurately for missed meal and rest period premiums, or were not paid for all hours worked, DEFENDANTS also failed to provide PLAINTIFFS and other AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed to show, among other things, all deductions, the total hours worked and all applicable hourly rates in effect during the pay period, and the corresponding amount of time worked at each hourly rate, correct rates of pay for penalty payments or missed meal and rest periods.

36. In addition to the foregoing, DEFENDANTS, from time to time, failed to provide PLAINTIFFS and the AGGRIEVED EMPLOYEES with wage statements that comply with California Labor Code Section 226(a)(1)-(9).

37. As a result, DEFENDANTS issued PLAINTIFFS and AGGRIEVED EMPLOYEES with wage statements that violate California Labor Code Section 226. Further, DEFENDANTS' violations are knowing and intentional; they were not isolated due to an unintentional payroll error due to clerical or inadvertent mistake.

E. Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations

38. During the PAGA PERIOD, from time to time DEFENDANTS failed and continue to fail to accurately pay PLAINTIFFS and AGGRIEVED EMPLOYEES for all hours worked.

39. During the PAGA PERIOD, from time to time DEFENDANTS required PLAINTIFFS and AGGRIEVED EMPLOYEES to perform pre-shift or post-shift work, including but not limited to, delivering inventory and driving company and personal vehicles. This resulted in PLAINTIFFS and AGGRIEVED EMPLOYEES having to work while off-the-clock.

40. DEFENDANTS directed and directly benefited from the undercompensated off-the-clock work performed by PLAINTIFFS and the other AGGRIEVED EMPLOYEES.

41. DEFENDANTS controlled the work schedules, duties, protocols, applications, assignments, and employment conditions of PLAINTIFFS and AGGRIEVED EMPLOYEES.

42. DEFENDANTS were able to track the amount of time PLAINTIFFS and AGGRIEVED EMPLOYEES spent working; however, DEFENDANTS failed to document, track, or pay PLAINTIFFS and AGGRIEVED EMPLOYEES all wages earned and owed for all the work they performed.

43. PLAINTIFFS and AGGRIEVED EMPLOYEES were non-exempt employees, subject to the requirements of the California Labor Code.

44. DEFENDANTS' policies and practices deprived PLAINTIFFS and the other AGGRIEVED EMPLOYEES of all minimum regular, overtime, and double time wages owed for the off-the-clock work activities. Because PLAINTIFFS and AGGRIEVED EMPLOYEES typically worked over forty (40) hours in a workweek, and more than eight (8) hours per day, DEFENDANTS' policies and practices also deprived them of overtime pay.

45. DEFENDANTS knew or should have known that PLAINTIFFS and AGGRIEVED EMPLOYEES' off-the-clock work was compensable under the law.

46. As a result, PLAINTIFFS and AGGRIEVED EMPLOYEES forfeited wages due to them for all hours worked at DEFENDANTS' direction, control, and benefit for the time spent working while off-the-clock. DEFENDANTS' uniform policy and practice to not pay PLAINTIFFS and AGGRIEVED EMPLOYEES wages for all hours worked in accordance with applicable law is evidenced by DEFENDANTS' business records.

F. Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums, and Redeemed Sick Pay

47. From time to time during the PAGA PERIOD, DEFENDANTS failed and continue to fail to accurately calculate and pay PLAINTIFFS and the other AGGRIEVED EMPLOYEES for their overtime and double time hours worked, meal and rest period premiums, and redeemed sick pay. As a result, PLAINTIFFS and the other AGGRIEVED EMPLOYEES forfeited wages due to them for working overtime without compensation at the correct overtime and double time rates, meal and rest period premiums, and redeemed sick pay rates. DEFENDANTS' uniform policy and practice not to pay PLAINTIFFS and the AGGRIEVED EMPLOYEES at the correct rate for all overtime and double time worked, meal and rest period premiums, and redeemed sick pay in accordance with applicable law is evidenced by DEFENDANTS' business records.

48. State law provides that employees must be paid overtime at one-and-one-half times their "regular rate of pay." (Cal. Lab. Code § 510.) PLAINTIFFS and other AGGRIEVED EMPLOYEES were compensated at an hourly rate plus incentive pay that was tied to specific elements of an employee's performance.

49. The second component of PLAINTIFFS' and other AGGRIEVED EMPLOYEES' compensation was DEFENDANTS' non-discretionary incentive program that paid PLAINTIFFS and other AGGRIEVED EMPLOYEES' incentive wages based on their performance for DEFENDANTS. The non-discretionary bonus program provided all employees paid on an hourly basis with bonus compensation when the employees met the various performance goals set by DEFENDANTS.

50. From time to time, when calculating the regular rate of pay, in those pay periods where PLAINTIFFS and other AGGRIEVED EMPLOYEES worked overtime, double time, paid

meal and rest period premium payments, and/or redeemed sick pay, and earned non-discretionary bonus, DEFENDANTS failed to accurately include the non-discretionary bonus compensation as part of the employees' "regular rate of pay" and/or calculated all hours worked rather than just all non-overtime hours worked. Management and supervisors described the incentive/bonus program to potential and new employees as part of the compensation package. As a matter of law, the incentive compensation received by PLAINTIFFS and other AGGRIEVED EMPLOYEES must be included in the "regular rate of pay." The failure to do so has resulted in a systematic underpayment of overtime and double time compensation, meal and rest period premiums, and redeemed sick pay to PLAINTIFFS and other AGGRIEVED EMPLOYEES by DEFENDANTS. Specifically, California Labor Code Section 246 mandates that paid sick time for non-exempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the non-exempt employee uses paid sick time, whether or not the employee actually works overtime in that workweek. DEFENDANTS' conduct, as articulated herein, by failing to include the incentive compensation as part of the "regular rate of pay" for purposes of sick pay compensation was in violation of California Labor Code Section 246 the underpayment of which is recoverable under California Labor Code Sections 201, 202, 203 and/or 204.

51. In violation of the applicable sections of the California Labor Code and the requirements of the IWC Wage Order, DEFENDANTS as a matter of company policy, practice, and procedure, intentionally and knowingly failed to compensate PLAINTIFFS and AGGRIEVED EMPLOYEES at the correct rate of pay for all overtime and double time worked, meal and rest period premiums, and sick pay. This uniform policy and practice of DEFENDANTS is intended to purposefully avoid the payment of the correct overtime and double time compensation, meal and rest period premiums, and sick pay as required by California law which allowed DEFENDANTS to illegally profit and gain an unfair advantage over competitors who complied with the law. To the extent equitable tolling operates to toll claims by the AGGRIEVED EMPLOYEES against DEFENDANTS, the PAGA PERIOD should be adjusted accordingly.

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G. Sick Pay Violations

52. California Labor Code Section 246 (a)(1) mandates that "An employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section." Further, California Labor Code Sections 246(b)-(d) provide for the sick day accrual requirements. From time to time, DEFENDANTS failed to have a policy or practice in place that provided PLAINTIFFS and AGGRIEVED EMPLOYEES with sick days and/or paid sick leave. As of January 1, 2024, DEFENDANTS failed to adhere to the law in that they failed to provide and allow employees to use at least forty hours or five days of paid sick leave per year.

53. California Labor Code Section 246(i) requires an employer to furnish its employees with written wage statements setting forth the amount of paid sick leave available. From time to time, DEFENDANTS violated California Labor Code Section 246 by failing to furnish PLAINTIFFS and AGGRIEVED EMPLOYEES with wage statements setting forth the amount of paid sick leave available.

H. Violations for Untimely Payment of Wages

54. Pursuant to California Labor Code section 204, PLAINTIFFS and the AGGRIEVED EMPLOYEES were entitled to timely payment of wages during their employment. PLAINTIFFS and the AGGRIEVED EMPLOYEES, from time to time, did not receive payment of all wages, including, but not limited to, overtime wages, minimum wages, meal period premium wages, and rest period premium wages within the permissible time period.

55. Pursuant to California Labor Code Section 201, "If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately." Pursuant to California Labor Code Section 202, if an employee quits his or her employment, "his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting." PLAINTIFFS and the AGGRIEVED EMPLOYEES were, from time to time, not timely provided the wages earned and unpaid at the time of their discharge and/or at the time of quitting, in violation of California Labor Code Sections

201 and 202. Further, DEFENDANTS' violations are willful and intentional; they were not isolated due to an unintentional payroll error due to clerical or inadvertent mistake.

56. As such, PLAINTIFFS demand up to thirty days of pay as penalty for not timely paying all wages due at time of termination for all AGGRIEVED EMPLOYEES whose employment ended during the PAGA PERIOD.

I. Unlawful Deductions

57. DEFENDANTS, from time to time unlawfully deducted wages from PLAINTIFFS and AGGRIEVED EMPLOYEES' pay without explanations and without authorization to do so or notice to PLAINTIFFS and the AGGRIEVED EMPLOYEES. As a result, DEFENDANTS violated Labor Code Section 221.

J. Unlawful Rounding Practices

58. During the PAGA PERIOD, DEFENDANTS did not have in place an immutable timekeeping system to accurately record and pay PLAINTIFFS and other AGGRIEVED EMPLOYEES for the actual time these employees worked each day, including overtime hours. Specifically, DEFENDANTS had in place an unlawful rounding policy and practice that resulted in PLAINTIFFS and AGGRIEVED EMPLOYEES being undercompensated for all of their time worked. As a result, DEFENDANTS were able to and did in fact unlawfully, and unilaterally round the time recorded in DEFENDANTS' timekeeping system for PLAINTIFFS and AGGRIEVED EMPLOYEES in order to avoid paying these employees for all their time worked, including the applicable overtime compensation for overtime worked. As a result, PLAINTIFFS and other AGGRIEVED EMPLOYEES, from time to time, forfeited compensation for their time worked by working without their time being accurately recorded and without compensation at the applicable overtime rates.

59. Further, the mutability of DEFENDANTS' timekeeping system and unlawful rounding policy and practice resulted in PLAINTIFFS and AGGRIEVED EMPLOYEES' time being inaccurately recorded. As a result, from time to time, DEFENDANTS' unlawful rounding policy and practice caused PLAINTIFFS and AGGRIEVED EMPLOYEES to perform work as

ordered by DEFENDANTS for more than five (5) hours during a shift without receiving an off-duty meal break.

K. Timekeeping Manipulation

60. During the PAGA PERIOD, DEFENDANTS, from time to time, did not have an immutable timekeeping system to accurately record and pay PLAINTIFFS and AGGRIEVED EMPLOYEES for the actual time PLAINTIFFS and AGGRIEVED EMPLOYEES worked each day, including regular time, overtime hours, sick pay, meal and rest breaks. As a result, DEFENDANTS were able to and did in fact, unlawfully, and unilaterally alter the time recorded in DEFENDANTS' timekeeping system for PLAINTIFFS and AGGRIEVED EMPLOYEES in order to avoid paying these employees for all hours worked, applicable overtime compensation, applicable sick pay, missed meal breaks and missed rest break.

61. As a result, PLAINTIFFS and AGGRIEVED EMPLOYEES, from time to time, forfeited time worked by working without their time being accurately recorded and without compensation at the applicable pay rates.

62. The mutability of the timekeeping system also allowed DEFENDANTS to alter employee time records by recording fictitious thirty (30) minute meal breaks in DEFENDANTS' timekeeping system so as to create the appearance that PLAINTIFFS and AGGRIEVED EMPLOYEES clocked out for thirty (30) minute meal breaks when in fact the employees were not at all times provided an off-duty meal break. This practice is a direct result of DEFENDANTS' uniform policy and practice of denying employees uninterrupted thirty (30) minute off-duty meal breaks each day or otherwise compensating them for missed meal breaks.

63. As a result, PLAINTIFFS and AGGRIEVED EMPLOYEES forfeited wages due to them for all hours worked at DEFENDANTS' direction, control and benefit for the time DEFENDANTS' timekeeping system was inoperable. DEFENDANTS' uniform policy and practice to not pay PLAINTIFFS and AGGRIEVED EMPLOYEES wages for all hours worked in accordance with applicable law is evidenced by DEFENDANTS' business records.

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L. Reporting Time Violations

64. Further, DEFENDANTS from time to time required PLAINTIFFS and AGGRIEVED EMPLOYEES to report to work but were furnished less than half their scheduled shift's worth of work and were not paid reporting time pay as required by Cal. Code Regs., tit. 8 § 11040, subdivision(A). Specifically, Subdivision 5(A) states, "(A) Each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage." In addition, when DEFENDANTS required PLAINTIFFS and AGGRIEVED EMPLOYEES to engage in additional work, this sometimes resulted in a second reporting for work in a single workday. In such a circumstance of a second reporting for work in a single workday, DEFENDANTS failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8 § 11040. Subdivision 5(B) states: "If an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay, which shall be not less than the minimum wage." Cal. Code Regs., tit. 8 § 11040, subd. 5(B).

65. Specifically, as to PLAINTIFFS, PLAINTIFFS were from time to time unable to take off-duty meal and rest breaks and were not fully relieved of duty for PLAINTIFFS' rest and meal periods. PLAINTIFFS were required to perform work as ordered by DEFENDANTS for more than five (5) hours during a shift without receiving an off-duty meal break. Further, DEFENDANTS failed to provide PLAINTIFFS with a second off-duty meal period each workday in which DEFENDANTS required PLAINTIFFS to work ten (10) hours of work. When DEFENDANTS provided PLAINTIFFS with a rest break, they required PLAINTIFFS to remain on-duty and on-call for the rest break. DEFENDANTS' policy caused PLAINTIFFS to remain on-call and on-duty during what was supposed to be PLAINTIFFS' off-duty meal periods. PLAINTIFFS therefore forfeited meal and rest breaks without additional compensation and in accordance with DEFENDANTS' strict corporate policy and practice. Moreover, DEFENDANTS also provided

PLAINTIFFS with paystubs that failed to comply with California Labor Code Section 226. Further, DEFENDANTS also failed to reimburse PLAINTIFFS for required business expenses related to the personal expenses incurred for the use of PLAINTIFFS' personal cell phone, personal vehicle and maintenance of work uniforms, on behalf of and in furtherance of PLAINTIFFS' employment with DEFENDANTS. To date, DEFENDANTS have not fully paid PLAINTIFFS the minimum, overtime and double time compensation still owed to PLAINTIFFS or any penalty wages owed to PLAINTIFFS under California Labor Code Section 203. The amount in controversy for PLAINTIFFS individually does not exceed the sum or value of $75,000.

FIRST CAUSE OF ACTION

VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT

(Cal. Lab. Code §§2698 *et seq*.)

(Alleged by PLAINTIFFS against all DEFENDANTS)

66. PLAINTIFFS reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

67. PAGA is a mechanism by which the State of California itself can enforce state labor laws through the employee suing under the PAGA who do so as the proxy or agent of the state's labor law enforcement agencies. An action to recover civil penalties under PAGA is fundamentally a law enforcement action designed to protect the public and not to benefit private parties. The purpose of the PAGA is not to recover damages or restitution, but to create a means of "deputizing" citizens as private attorneys general to enforce the Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the public interest to allow aggrieved employees, acting as private attorneys general to recover civil penalties for Labor Code violations ..." (Stats. 2003, ch. 906, § 1.) Accordingly, PAGA claims cannot be subject to arbitration.

68. At all relevant times, for the reasons described herein and others, PLAINTIFFS and the AGGRIEVED EMPLOYEES were aggrieved employees of DEFENDANTS within the meaning of Labor Code Section 2699(c).

69. Labor Code Sections 2699(a) and (k) authorize an AGGRIEVED EMPLOYEE, like PLAINTIFFS, on behalf of PLAINTIFFS 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

70. PLAINTIFFS complied with the procedures for bringing suit specified in Labor Code Section 2699.3. By certified letter, return receipt requested, dated July 27, 2026, PLAINTIFFS gave written notice to the Labor and Workforce Development Agency ("LWDA") and to DEFENDANTS of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. (See Exhibit #1.)

71. As of the date of this complaint, more than sixty-five (65) days after serving the LWDA with notice of DEFENDANTS' violations, the LWDA has not provided any notice by certified mail of its intent to investigate the DEFENDANTS' alleged violations as mandated by Labor Code Section 2699.3(a)(2)(A). Accordingly, pursuant to Labor Code Section 2699.3(a)(2)(A), PLAINTIFFS may commence and is authorized to pursue this cause of action.

72. Pursuant to Labor Code Sections 2699(a) and (f), PLAINTIFFS and the AGGRIEVED EMPLOYEES are entitled to civil penalties for DEFENDANTS' violations of Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, 2804, and California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), in the following amounts:

a. For violation of Labor Code Sections 201, 202, 203, and 204, up to ($200) per AGGRIEVED EMPLOYEE per pay period [penalty per Labor Code Section 2699(f)];

b. For violations of Labor Code Section 226(a), a civil penalty in the amount of two hundred fifty dollars ($250) for each AGGRIEVED EMPLOYEE for any initial violation and one thousand dollars for each subsequent violation [penalty per Labor Code Section 226.3];

c. For violations of Labor Code Sections 204, a civil penalty in the amount of one hundred dollars ($100) for each AGGRIEVED EMPLOYEE for any initial

violation and two hundred dollars ($200) for AGGRIEVED EMPLOYEE for each subsequent violation [penalty per Labor Code Section 210];

d. For violations of Labor Code Sections 226.7, 510 and 512, a civil penalty in the amount of fifty dollars ($50) for each underpaid AGGRIEVED EMPLOYEE for the initial violation and one hundred dollars ($100) for each underpaid AGGRIEVED EMPLOYEE for each subsequent violation [penalty per Labor Code Section 558];

e. For violations of Labor Code Section 1174(d), a civil penalty in the amount of five hundred ($500) dollars for each AGGRIEVED EMPLOYEE [penalty per Labor Code Section 1174.5].

f. For violations of Labor Code Sections 1194, 1194.2, 1197, 1198 and 1199, a civil penalty in the amount of one hundred dollars ($100) for each AGGRIEVED EMPLOYEE per pay period for the initial violation and two hundred dollars fifty ($250) for each AGGRIEVED EMPLOYEE per pay period for each subsequent violation [penalty per Labor Code Section 1197.1].

73. For all provisions of the Labor Code for which civil penalty is not specifically provided, Labor Code Section 2699(f) imposes upon DEFENDANTS a penalty of up to two hundred dollars ($200) for each AGGRIEVED EMPLOYEE per pay period. PLAINTIFFS and the AGGRIEVED EMPLOYEES are entitled to an award of reasonable attorney's fees and costs in connection with their claims for civil penalties pursuant to Labor Code Section 2699(k)(1).

PRAYER FOR RELIEF

WHEREFORE**,** PLAINTIFFS pray for judgment against DEFENDANTS as follows:

1. For reasonable attorney's fees and costs of suit to the extent permitted by law, including pursuant to Labor Code Section 2699, *et seq.*;

2. For civil penalties to the extent permitted by law pursuant to the Labor Code under the Private Attorneys General Act; and

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3. For such other relief as the Court deems just and proper.

DATED: October 1, 2026

JCL LAW FIRM, APC

By: _____
Jean-Claude Lapuyade, Esq.
Attorney for PLAINTIFFS

EXHIBIT 1

jcl law firm apc
EMPLOYMENT LAWYERS

5440 Morehouse Drive
Suite 3600
San Diego, CA 92121
619-599-8292
Fax 619-599-8291
Toll-Free 1-888-498-6999

July 27, 2026

Via Online Filing to LWDA and Certified Mail to Defendants
Labor and Workforce Development Agency
Online Filing

SUNNY SKY PRODUCTS, LLC
1501 S Mopac Expy Ste 220
Austin, TX 78746
Sent via Certified Mail and Return Receipt No. 9589 0710 5270 3705 9024 16

Re: Notice of Violations of California Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.3, 226.7, 227.3, 232 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, Title 8, Section 1 1070(14) (Failure to Provide Seating) and Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant to California Labor Code Section 2699.5

Dear Sir/Madam:

This notice is being sent in compliance with California Labor Code Section 2699.3. Our office represents Plaintiff Rodrigo Ortiz ("Plaintiff Ortiz") and Plaintiff Danny Alvarez ("Plaintiff Alvarez") (collectively "Plaintiffs") and other aggrieved employees. Plaintiff Ortiz has been employed by Defendant SUNNY SKY PRODUCTS, LLC ("Defendants") in California from October 2024 through the present as a Delivery Driver and worked at Defendants' warehouse at 5310 Riley St., San Diego, CA 92110. Plaintiff Alvarez was employed by Defendants in California from July 2024 through December 2025 as a Delivery Driver and worked at Defendants' warehouse at 5310 Riley St., San Diego, CA 92110. Plaintiffs were employed by Defendants as non-exempt employees, paid on an hourly basis, and entitled to payment of all wages and the legally required meal and rest breaks.

Plaintiffs allege that within the past year, Plaintiffs personally suffered violations of the following Labor Code Sections as a result of Defendants' failure to pay Plaintiffs for all time worked, provide Plaintiffs with compliant meal periods, provide Plaintiffs with compliant rest periods, provide Plaintiffs with accurate itemized wage statements that facially comply with the requirements provided for in Labor Code Section 226, furnish wages to Plaintiffs with the frequency as set forth under Labor Code Section 204, and reimburse Plaintiffs for necessary business expenses pursuant to Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, 2804, and Title 8, Section 1 1070(14) (Failure to Provide Seating). These violations are actionable under California Labor Code Section 2699.3.

The information below provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. If the agency needs any further information, please do not hesitate to ask.

Plaintiffs seek to represent a group of aggrieved employees defined as any person currently or formerly employed by Defendants who performed work in California and against whom one or more of the alleged violations listed above were committed during the relevant claim period ("Aggrieved Employees"). Plaintiffs believe this group to be comprised of all current and former non-exempt employees who performed work for Defendants in California during the period beginning one year prior to the date of this Notice and continuing through the present.

In violation of the applicable sections of the California Labor Code and the requirements of the Industrial Welfare Commission ("IWC") Wage Order, Defendants as a matter of company policy, practice, and procedure, intentionally, knowingly, and systematically failed to provide legally compliant meal and rest periods, failed to accurately compensate Plaintiffs and other Aggrieved Employees for missed meal and rest periods, failed to pay Plaintiffs and other Aggrieved Employees for all time worked, failed to compensate Plaintiffs and other Aggrieved Employees for off-the-clock work, failed to pay Plaintiffs and other Aggrieved Employees overtime at the correct regular rate of pay, failed to compensate Plaintiffs and other Aggrieved Employees meal and rest premiums at the regular rate of pay, failed to pay Plaintiffs and other Aggrieved Employees redeemed sick pay at the regular rate of pay, failed to reimburse Plaintiffs and other Aggrieved Employees for business expenses, and failed to issue to Plaintiffs and other Aggrieved Employees accurate itemized wage statements showing, among other things, all applicable hourly rates in effect during the pay periods and the corresponding amount of time worked at each hourly rate. Defendants' uniform policies and practices are intended to purposefully avoid the accurate and full payment for all time worked as required by California law which allows Defendants to illegally profit and gain an unfair advantage over competitors who comply with the law.

Meal Period Violations: Pursuant to the Industrial Welfare Commission Wage Orders, Defendants were required to pay Plaintiffs and the Aggrieved Employees for all their time worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work. From time to time during the last year, Defendants required Plaintiffs and other Aggrieved Employees to work without paying them for all the time they were under Defendants' control. Specifically, Defendants required Plaintiffs to work while clocked out during what was supposed to be Plaintiffs' off-duty meal break. Indeed, there were many days where Plaintiffs did not even receive a partial lunch. As a result, Plaintiffs and other Aggrieved Employees forfeited minimum wage and overtime compensation by regularly working without their time being accurately recorded and without compensation at the applicable minimum wage and overtime rates. Defendants' uniform policy and practice not to pay Plaintiffs and other Aggrieved Employees for all time worked is evidenced by Defendants' business records.

During the last year, as a result of their rigorous work schedules and Defendants' inadequate staffing practices, Plaintiffs and other Aggrieved Employees were from time to time unable to take thirty (30) minute off duty meal breaks and were not fully relieved of duty for their meal periods. Plaintiffs and other Aggrieved Employees were required to perform work as ordered by Defendants for more than five (5) hours during some shifts without receiving a meal break. Further,

Defendants failed to provide Plaintiffs and other Aggrieved Employees with a second off-duty meal period for some workdays in which these employees were required by Defendants to work ten (10) hours of work. The nature of the work performed by Plaintiffs and other Aggrieved Employees does not qualify for the limited and narrowly construed "on-duty" meal period exception. When they were provided with meal periods, Plaintiffs and other Aggrieved Employees were, from time to time, required to remain on duty and on call. Defendants' failure to provide Plaintiffs and other Aggrieved Employees with legally required meal breaks is evidenced by Defendants' business records. As a result of their rigorous work schedules and Defendants' inadequate staffing, Plaintiffs and other Aggrieved Employees therefore forfeited meal breaks without additional compensation and in accordance with Defendants' strict corporate policy and practice.

Rest Period Violations: From time to time during the past year, Plaintiffs and other Aggrieved Employees were also required to work in excess of four (4) hours without being provided ten (10) minute rest periods as a result of their rigorous work requirements and Defendants' inadequate staffing. Further, for the same reasons, these employees were from time to time denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, from time to time denied a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours, and from time to time denied and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more. When they were provided with rest breaks, Plaintiffs and other Aggrieved Employees were, from time to time, required to remain on premises, on duty and/or on call, and not fully relieved of all duties. Plaintiffs and other Aggrieved Employees were also not provided with one-hour wages in lieu thereof. As a result of their rigorous work schedules and Defendants' inadequate staffing, Plaintiffs and other Aggrieved Employees were from time to time denied their proper rest periods by Defendants and Defendants' managers.

Unreimbursed Business Expenses: Defendants as a matter of corporate policy, practice, and procedure, intentionally, knowingly, and systematically failed to reimburse and indemnify the Plaintiffs and other Aggrieved Employees for required business expenses incurred by the Plaintiffs and other Aggrieved Employees in direct consequence of discharging their duties on behalf of Defendants. Under California Labor Code Section 2802, employers are required to indemnify employees for all expenses incurred in the course and scope of their employment. California Labor Code Section 2802 expressly states that "an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful."

Within the last year, in the course of their employment, Defendants required Plaintiffs and other Aggrieved Employees to incur personal expenses as a result of and in furtherance of their job duties for the use of their personal cell phones, personal vehicles, and maintenance of their work uniforms. Specifically, Plaintiffs and other Aggrieved Employees were required to incur personal expenses for the use of their personal cell phones, personal vehicles, and maintenance of their work uniforms in order to perform work-related tasks. However, Defendants unlawfully failed to reimburse Plaintiffs and other Aggrieved Employees for the personal expenses incurred for the use of their personal cell phones, personal computers, personal vehicles, and for the maintenance of

their work uniforms. As a result, in the course of their employment with Defendants, the Plaintiffs and other Aggrieved Employees incurred unreimbursed business expenses that included, but were not limited to, costs related to the personal expenses incurred for the use of their personal cell phones, personal vehicles, and maintenance of their work uniforms, all on behalf of and for the benefit of Defendants.

Wage Statement Violations: California Labor Code Section 226 requires an employer to furnish its employees and accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours worked, (3) the number of piece-rate units earned and any applicable piece-rate, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of the employee's social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. From time to time during the last year, when Plaintiffs and other Aggrieved Employees missed meal and rest breaks, or were paid inaccurately for missed meal and rest period premiums, or were not paid for all hours worked, Defendants also failed to provide Plaintiffs and other Aggrieved Employees with complete and accurate wage statements which failed to show, among other things, all deductions, the total hours worked and all applicable hourly rates in effect during the pay period, and the corresponding amount of time worked at each hourly rate, correct rates of pay for penalty payments or missed meal and rest periods. Defendants also failed to provide Plaintiffs and other Aggrieved Employees with complete and accurate wage statements that included all required elements listed above.

As a result, Defendants issued Plaintiffs and other Aggrieved Employees with wage statements that violate California Labor Code Section 226. Further, Defendants' violations are knowing and intentional; they were not isolated due to an unintentional payroll error due to clerical or inadvertent mistake.

Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations: During the last year, from time-to-time, Defendants failed and continue to fail to accurately pay Plaintiffs and other Aggrieved Employees for all hours worked. During the last year, from time-to-time Defendants required Plaintiffs and other Aggrieved Employees to perform pre-shift or post-shift work, including but not limited to delivering inventory and driving company and personal vehicles. This resulted in Plaintiffs and other Aggrieved Employees having to work while off-the-clock. Defendants directly benefited from the undercompensated off-the-clock work performed by Plaintiffs and other Aggrieved Employees. Defendants controlled the work schedules, duties, and protocols, applications, assignments, and employment conditions of Plaintiffs and other Aggrieved Employees.

Defendants were able to track the amount of time Plaintiffs and other Aggrieved Employees spent working; however, Defendants failed to document, track, or pay Plaintiffs and other Aggrieved Employees all wages earned and owed for all the work they performed. Plaintiffs and other Aggrieved Employees were non-exempt employees, subject to the requirements of the California Labor Code. Defendants' policies and practices deprived Plaintiffs and other Aggrieved Employees of all minimum regular, overtime, and double time wages owed for the off-the-clock work activities. Because Plaintiffs and other Aggrieved Employees typically worked over forty

(40) hours in a workweek, and more than eight (8) hours per day, Defendants' policies and practices also deprived them of overtime pay.

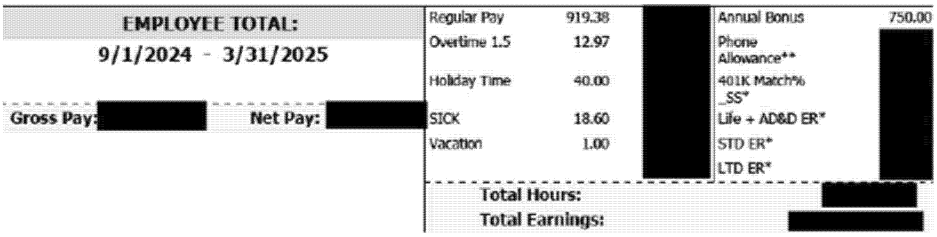
Defendants knew or should have known that Plaintiffs' and other Aggrieved Employees' off-the-clock work was compensable under the law. As a result, Plaintiffs and other Aggrieved Employees forfeited wages due to them for all hours worked at Defendants' direction, control, and benefit for the time spent working while off-the-clock, including but not limited to, undergoing pre-shift and post-shift work. Defendants' uniform policy and practice to not pay Plaintiffs and other Aggrieved Employees wages for all hours worked in accordance with applicable law is evidenced by Defendants' business records.

Reporting Time Violations: During the last year, Defendants from time to time required Plaintiffs and Aggrieved Employees to report to work, but were furnished less than half their scheduled shift's worth of work and/or less than two (2) hours of work for a second reporting, and were not paid reporting time pay as required by California Code of Regulations, title 8, section 11040, subdivisions (A) and (B) and the applicable IWC Wage Orders. Subdivision 5(A) states, "(A) Each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage." Subdivision 5(B) states: "If an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay, which shall be not less than the minimum wage."

Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums, and Redeemed Sick Pay: From time to time during the last year, Defendants failed and continue to fail to accurately calculate and pay Plaintiffs and other Aggrieved Employees for their overtime and double time hours worked, meal and rest period premiums, and redeemed sick pay. As a result, Plaintiffs and other Aggrieved Employees forfeited wages due to them for working overtime without compensation at the correct overtime and double time rates, meal and rest period premiums, and redeemed sick pay rates. Defendants' uniform policy and practice not to pay Plaintiffs and other Aggrieved Employees at the correct rate for all overtime and double time worked, meal and rest period premiums, and sick pay in accordance with applicable law is evidenced by Defendants' business records.

State law provides that employees must be paid overtime at one-and-one-half times their "regular rate of pay." Plaintiffs and other Aggrieved Employees were compensated at an hourly rate plus incentive pay that was tied to specific elements of an employee's performance. The second component of Plaintiffs' and other Aggrieved Employees' compensation was Defendants' non-discretionary incentive program that paid Plaintiffs and other Aggrieved Employees incentive wages based on their performance for Defendants. The non-discretionary bonus program provided all employees paid on an hourly basis with bonus compensation when the employees met the various performance goals set by Defendants. However, from time to time, when calculating the regular rate of pay in those pay periods where Plaintiffs and other Aggrieved Employees worked overtime, double time, paid meal and rest period premium payments, and/or redeemed sick pay, and earned non-discretionary bonuses, Defendants failed to accurately include the non-

discretionary bonus compensation as part of the employee's "regular rate of pay" and/or calculated all hours worked rather than just all non-overtime hours worked. Management and supervisors described the incentive/bonus program to potential and new employees as part of the compensation package. As a matter of law, the incentive compensation received by Plaintiffs and other Aggrieved Employees must be included in the "regular rate of pay." The failure to do so has resulted in a systematic underpayment of overtime and double time compensation, meal and rest period premium payments, and redeemed sick pay to Plaintiffs and other Aggrieved Employees by Defendants. For example, Plaintiff Ortiz earned a non-discretionary bonus of $750, but Defendants failed to include this bonus in Plaintiff Ortiz's regular rate of pay.



Specifically, California Labor Code Section 246 mandates that paid sick time for non-exempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the non-exempt employee uses paid sick time, whether or not the employee actually works overtime in that workweek. Defendants' conduct, as articulated herein, by failing to include the incentive compensation as part of the "regular rate of pay" for purposes of sick pay compensation was in violation of California Labor Code Section 246 the underpayment of which is recoverable under California Labor Code Sections 201, 202, 203, and/or 204.

In violation of the applicable sections of the California Labor Code and the requirements of the Industrial Welfare Commission ("IWC") Wage Order, Defendants as a matter of company policy, practice, and procedure, intentionally and knowingly failed to compensate Plaintiffs and other Aggrieved Employees at the correct rate of pay for all overtime and double time worked, meal and rest period premiums, and redeemed sick pay as required by California law which allowed Defendants to illegally profit and gain an unfair advantage over competitors who complied with the law.

Unlawful Deductions: During the last year, Defendants, from time-to-time, unlawfully deducted wages from Plaintiffs and Aggrieved Employees' pay without explanations and without authorization to do so or notice to Plaintiffs and the Aggrieved Employees. As a result, Defendants violated Labor Code Section 221.

Timekeeping Manipulation: During the last year, Defendants, from time-to-time, did not have an immutable timekeeping system to accurately record and pay Plaintiffs and other Aggrieved Employees for the actual time Plaintiffs and other Aggrieved Employees worked each day, including regular time, overtime hours, sick pay, meal and rest breaks. As a result, Defendants were able to and did in fact, unlawfully, and unilaterally alter the time recorded in Defendants' timekeeping system for Plaintiffs and other Aggrieved Employees in order to avoid paying these employees for all hours worked, applicable overtime compensation, applicable sick pay, missed meal breaks and missed rest breaks. As a result, Plaintiffs and other Aggrieved Employees, from time-to-time, forfeited time worked by working without their time being accurately recorded and

without compensation at the applicable pay rates.

The mutability of the timekeeping system also allowed Defendants to alter employee time records by recording fictitious thirty (30) minute meal breaks in Defendants' timekeeping system so as to create the appearance that Plaintiffs and other Aggrieved Employees clocked out for thirty (30) minute meal breaks when in fact the employees were not at all times provided an off-duty meal break. This practice is a direct result of Defendants' uniform policy and practice of denying employees uninterrupted thirty (30) minute off-duty meal breaks each day or otherwise compensating them for missed meal breaks. As a result, Plaintiffs and other Aggrieved Employees forfeited wages due to them for all hours worked at Defendants' direction, control and benefit for the time the timekeeping system was inoperable. Defendants' uniform policy and practice to not pay Plaintiffs and the Aggrieved Employees wages for all hours worked in accordance with applicable law is evidenced by Defendants' business records.

Unlawful Rounding Practices: During the last year, Defendants did not have in place an immutable timekeeping system to accurately record and pay Plaintiffs and other Aggrieved Employees for the actual time these employees worked each day, including overtime hours. Specifically, Defendants had in place an unlawful rounding policy and practice that resulted in Plaintiffs and the Aggrieved Employees being undercompensated for all of their time worked. As a result, Defendants were able to and did in fact unlawfully and unilaterally round the time recorded in Defendants' timekeeping system for Plaintiffs and the Aggrieved Employees in order to avoid paying these employees for all their time worked, including the applicable overtime compensation for overtime worked. As a result, Plaintiffs and other Aggrieved Employees, from time to time, forfeited compensation for their time worked by working without their time being accurately recorded and without compensation at the applicable overtime rates.

Further, the mutability of Defendants' timekeeping system and unlawful rounding policy and practice resulted in Plaintiffs' and the Aggrieved Employees' time being inaccurately recorded. As a result, from time to time, Defendants' unlawful rounding policy and practice caused Plaintiffs and other Aggrieved Employees to perform work as ordered by Defendants for more than five (5) hours during a shift without receiving an off-duty meal break.

Untimely Payment of Wages: Pursuant to California Labor Code Section 204, Plaintiffs and the Aggrieved Employees were entitled to timely payment of wages during their employment. Plaintiffs and the Aggrieved Employees, from time to time, did not receive payment of all wages, including, but not limited to, overtime wages, minimum wages, meal period premium wages, and rest period premium wages within the permissible time period. Pursuant to California Labor Code Section 201, "If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately." Pursuant to California Labor Code Section 202, if an employee quits his or her employment, "his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting." Plaintiffs and the Aggrieved Employees were, from time to time, not timely provided the wages earned and unpaid at the time of their discharge and/or at the time of quitting, in violation of California Labor Code Sections 201 and 202. To date, Defendants have not fully paid Plaintiffs the minimum, overtime and double time compensation still owed to Plaintiffs or any penalty wages owed to Plaintiffs under California Labor Code Section 203.

Sick Pay Violations: California Labor Code Section 246 (a)(1) mandates that "An employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section." Further, California Labor Code Sections 246(b)-(d) provide for the sick day accrual requirements. From time to time, including within the last year, Defendants failed to have a policy or practice in place that provided Plaintiffs and other Aggrieved Employees with sick days and/or paid sick leave. As of January 1, 2024, Defendants failed to adhere to the law in that they failed to provide and allow employees to use at least 40 hours or five days of paid sick leave per year. California Labor Code Section 246(i) requires an employer to furnish its employees with written wage statements setting forth the amount of paid sick leave available. From time to time, including within the last year, Defendants violated California Labor Code Section 246 by failing to furnish Plaintiffs and other Aggrieved Employees with wage statements setting forth the amount of paid sick leave available.

Suitable Seating Violations: Plaintiffs further allege that the counters in Defendants' workplace provide ample space at work stations to allow for the presence and use of a stool or seat by Defendants' employees during the performance of their work duties. Defendants' employees working at Defendants' facilities spend a very substantial portion, and, in many workdays, the vast majority of their working time with Defendants' customers. The nature of the position can reasonably be accomplished while using a seat/stool. In violation of the applicable sections of the California Labor Code and the requirements of the applicable Industrial Welfare Commission ("IWC") Wage Order, Defendants as a matter of company policy, practice and procedure, intentionally, knowingly and systematically failed to provide Plaintiffs and the other Aggrieved Employees suitable seating when the nature of these employees' work reasonably permitted sitting. Defendants knew or should have known that Plaintiffs and other Aggrieved Employees were entitled to suitable seating and/or were entitled to sit when it did not interfere with the performance of their duties, and that Defendants did not provide suitable seating and/or did not allow them to sit when it did not interfere with the performance of their duties. By reason of this conduct applicable to Plaintiffs and all Aggrieved Employees, Defendants violated California Labor Code Section 1198 and Wage Order 4-2001, Section 14 by failing to provide suitable seats.

Defendants also include DOES 1-50, the true names and capacities, whether individual, corporate, subsidiary, partnership, associate or otherwise, are presently unknown to Plaintiffs who therefore sue these Defendants by such fictitious names. To the extent that entities and/or individuals are named and charged with violations of the Labor Code—making them liable on an individual basis as permitted by numerous Labor Code Sections including, but not limited to 558, 558.1, and 1197.1—Plaintiffs reserves any and all rights to add, substitute, or change the name of employer entities and/or individuals, including DOES 1-50, responsible for the violations at issue.

To the extent that entities and/or individuals are named and charged with violations of the Labor Code—making them liable on an individual basis as permitted by numerous Labor Code Sections including, but not limited to 558, 558.1, and 1197.1—Plaintiffs reserves any and all rights to add, substitute, or change the name of employer entities and/or individuals responsible for the violations at issue.

Any further amendments and changes to this notice shall relate back to the date of this notice. Consequently, Defendants are on notice that Plaintiffs continue their investigation, with the full

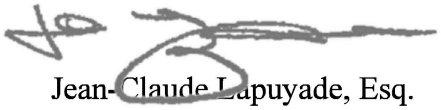
intent to amend and/or change this notice, to add any undiscovered violations of any of the provisions of the California Labor Code—to the extent that are applicable to this case—and to change and/or add the identities of any entities and/or individuals responsible for the violations contained herein.

This notice is provided in compliance with California Labor Code Section 2699.3, *et seq*.

If you have any questions or concerns, please do not hesitate to contact me at the above number and address.

Very truly yours,

JCL LAW FIRM, APC



Jean-Claude Lapuyade, Esq.