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July 14, 2026

**FILED VIA LWDA ONLINE PAGA PORTAL AND SENT VIA CERTIFIED U.S. MAIL,
RETURN RECEIPT REQUESTED**

California Labor and Workforce Development Agency
Office of the Director
800 Capitol Mall, MIC-55
Sacramento, California 95814
Filed at: <https://cadir.my.site.com/wcsearch>

And to: UPS Cartage Services, Inc.; UPS Supply Chain Solutions, Inc.; and UPS, Inc.
c/o CA Registered Corporate Agent
Rebecca Wang
2710 Gateway Oaks Drive
Sacramento, CA 95833

**Re: Notice of Labor Code Violations Pursuant to Labor Code § 2699.3 (Private
Attorneys General Act of 2004) — Aggrieved Employee: Raymond Deluis**

To Whom It May Concern:

Pursuant to Labor Code section 2699.3, this firm, on behalf of aggrieved employee Raymond Deluis (the “Aggrieved Employee”) and on behalf of other current and former aggrieved employees, hereby provides written notice to the California Labor and Workforce Development Agency (“LWDA”) and to the addressee employers (collectively, the “Employer”) of the Labor Code violations described below for which the Aggrieved Employee intends to seek civil penalties under the Private Attorneys General Act (Lab. Code §§ 2698 et seq.) (“PAGA”).

- **Aggrieved Employee and Employer.** Raymond Deluis was employed by the Employer as a non-exempt employee at the Employer’s facility in Inglewood, California, from in or about March 2007 through August 29, 2025 (approximately 18 years), and was paid on a bi-weekly basis. The Employer is the integrated enterprise of jointly liable persons and entities identified above, each of which is or was, at relevant times, an alter ego, joint employer,

integrated-enterprise member, single employer, parent, subsidiary, owner, officer, director, or managing agent of one or more of the others. UPS Supply Chain Solutions, Inc. was the Aggrieved Employee's direct employer. UPS, Inc. is or was, at relevant times, the parent, alter ego, joint employer, and/or integrated-enterprise member of UPS Supply Chain Solutions, Inc.

- **Other Aggrieved Employees.** On information and belief, the Employer engaged in the Labor Code violations described below uniformly with respect to similarly situated current and former non-exempt employees at the Inglewood facility, estimated to total approximately 100 or more individuals during the PAGA limitations period, subject to discovery and amendment.

- **Labor Code Violations and Supporting Facts.**

§§ 204, 1194, 1197, 1197.1 (Unpaid Wages / Minimum Wage). The Employer suffered or permitted the Aggrieved Employee and other aggrieved employees to perform work off the clock and outside recorded hours—including pre-shift duties, inventory and shift-coordination work, and post-shift administrative tasks—without compensation, thereby failing to pay all wages earned and depressing the effective hourly rate below the applicable state and local minimum wage.

§§ 510, 1194 (Overtime). The off-the-clock hours described above, when aggregated with the Aggrieved Employee's recorded hours, caused the Aggrieved Employee and other aggrieved employees to work in excess of eight hours per day and/or forty hours per week without payment of the required overtime premium at the correct regular rate of pay.

§§ 226.7, 512 (Meal Periods). The Employer failed to provide timely, off-duty, thirty-minute meal periods and failed to pay meal-period premium wages. Aggrieved employees continued to perform work during meal periods (including phone monitoring, email, and shift coordination) and were not relieved of all duty.

§ 226.7 (Rest Periods). The Employer failed to authorize and permit compliant ten-minute rest periods and failed to pay rest-period premium wages; rest periods were interrupted by work and sometimes omitted entirely. Premium pay must be calculated at the regular rate of compensation, including all non-discretionary remuneration (*Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858).

§ 226(a) (Wage Statements). The Employer issued wage statements that failed to accurately record all hours worked, gross and net wages earned, and the corresponding rates of pay, omitting off-the-clock hours and the wages attributable to them, as well as meal- and rest-period premiums.

§§ 201–203 (Timely Payment / Waiting-Time Penalties). Upon the Aggrieved Employee's separation from employment on August 29, 2025, the Employer willfully failed to pay all wages then due and owing, subjecting it to waiting-time penalties.

§ 2802 (Business-Expense Reimbursement). The Employer required the Aggrieved Employee and other aggrieved employees to incur necessary business expenditures—including tools, supplies, materials, and personal-vehicle mileage—in direct consequence of the discharge of their duties, and failed to indemnify them (*Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th 1137).

- **Theories of Liability.** Joint and several liability attaches under (a) direct-employer liability; (b) joint-employer liability under *Martinez v. Combs* (2010) 49 Cal.4th 35; (c) integrated-enterprise/single-employer liability under *Laird v. Capital Cities/ABC, Inc.* (1998) 68 Cal.App.4th 727; and (d) alter-ego and reverse alter-ego liability under *Mesler v. Bragg Management Co.* (1985) 39 Cal.3d 290, *Sonora Diamond Corp. v. Superior Court* (2000) 83 Cal.App.4th 523, and *Curci Investments, LLC v. Baldwin* (2017) 14 Cal.App.5th 214.
- **Relief Sought.** The Aggrieved Employee seeks civil penalties on behalf of himself, the LWDA, and all other aggrieved employees under Labor Code sections 2699(f), 2699(g), 558, 1197.1, 226.3, and other applicable provisions, plus interest, costs, and reasonable attorneys' fees under Labor Code section 2699(g)(1). The Aggrieved Employee will also pursue individual recovery in a parallel civil action in the Los Angeles County Superior Court.
- **Statutory Waiting Period.** This notice commences the statutory waiting period under Labor Code section 2699.3(a). Should the LWDA elect not to investigate, or fail to provide notice of its intent to investigate within 65 calendar days of this filing, the Aggrieved Employee intends to amend his individual civil complaint to add a representative PAGA cause of action.
- **Preservation Demand.** This notice further constitutes a continuing demand to preserve evidence under *Cedars-Sinai Medical Center v. Superior Court* (1998) 18 Cal.4th 1, including all time-clock and timekeeping records, payroll registers and data, wage statements, work schedules, electronic communications, personnel files, expense and reimbursement records, badge- and access-log data, and any related electronically stored information relating to the matters described above. The Employer must suspend immediately any automatic-deletion or document-destruction practice affecting such evidence.

If you have any questions, please contact this office at (747) 233-1600 or info@benowitzlaw.com.

Sincerely,



Louis Benowitz
Benowitz Law Corporation
cc: Raymond Deluis (via email)
Genna Walsh (Genna@BenowitzLaw.com)