

Jonathan M. Genish (State Bar No. 259031)
jgenish@blackstonepc.com
Karen I. Gold (State Bar No. 258360)
kgold@blackstonepc.com
Ashley H. Cruz (State Bar No. 306235)
acruz@blackstonepc.com
Marissa A. Mayhood (State Bar No. 334376)
mmayhood@blackstonepc.com
BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Telephone: (310) 622-4278/ Fax: (855) 786-6356

*Attorneys for Plaintiff SAMUEL ORONIA,
individually, and on behalf of Aggrieved
Employees pursuant to the California Private
Attorneys General Act*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

SAMUEL ORONIA, individually, and on behalf
of Aggrieved Employees pursuant to the
California Private Attorneys General Act,

Plaintiffs,

vs.

UNION SUPPLY GROUP, INC., a California
corporation; and DOES 1 through 25, inclusive,

Defendants.

Case No. **24STCV03238**

**COMPLAINT FOR ENFORCEMENT
ACTION UNDER THE PRIVATE
ATTORNEYS GENERAL ACT, CAL.
LABOR CODE §§ 2698 ET SEQ.**

COMES NOW, Plaintiff SAMUEL ORONIA (“Plaintiff”), individually, and on behalf of other Aggrieved Employees pursuant to the California Labor Code Private Attorneys General Act, and alleges as follow:

INTRODUCTION

1. This is an enforcement action under the California Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil penalties on behalf of Plaintiff, the State of California, and all individuals who worked for Defendants in the State of California as hourly-paid and/or non-exempt employees at any time during the period from December 4, 2022 to final judgment (“Aggrieved Employees”).

2. Plaintiff alleges that Defendants hired Plaintiff and Aggrieved Employees but failed to properly pay them all wages owed for all time worked (including minimum wages, straight time wages, and overtime wages), failed to provide them with all meal periods and rest periods and associated premium wages to which they were entitled, failed to timely pay them all wages due during their employment, failed to timely pay them all wages due upon termination of their employment, failed to provide them with accurate itemized wage statements, failed to maintain accurate payroll records, and failed to reimburse them for necessary business expenses.

3. As a result, Defendants violated California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission (“IWC”) Wage Order. Through this action, Plaintiff seeks to recover all available remedies under PAGA, including, but not limited to, civil penalties and attorney’s fees and costs.

JURISDICTION AND VENUE

4. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, section 10. The statutes under which this action is brought do not specify any other basis for jurisdiction.

5. This Court has jurisdiction over all Defendants because, upon information and belief, Defendants are either citizens of California, have sufficient minimum contacts in California, or otherwise intentionally availed themselves of the California market to render the exercise of

jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice. Further, no federal question is at issue because the claims asserted herein are based solely on California law.

6. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, employ individuals, and/or transact business in the State of California, County of Los Angeles. Moreover, many of the acts, events, and violations alleged herein relating to Plaintiff occurred in the State of California, County of Los Angeles.

THE PARTIES

7. At all times herein mentioned, Plaintiff SAMUEL ORONIA was and is a resident of Los Angeles County in the State of California.

8. At all times herein mentioned, Defendant UNION SUPPLY GROUP, INC. was and is, an employer who does business in California, with locations throughout the state of California, and whose employees are engaged throughout Los Angeles County and the State of California, including at 2301 East Pacifica Place, Rancho Dominguez, California 90220.

9. Plaintiff is unaware of the true names or capacities of the Defendants sued herein under the fictitious names DOES 1 through 25 but will seek leave of this Court to amend the complaint and serve such fictitiously named Defendants once their names and capacities become known.

10. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and omissions alleged herein were performed by, or are attributable to UNION SUPPLY GROUP, INC. and/or DOES 1 through 25, each acting as the agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the other co-Defendants and within the course and scope of such agency, employment, joint venture, or concerted activity with legal authority to act on the others' behalf. The acts of any and all Defendants represent and were in accordance with Defendants' official policies.

11. At all relevant times, Defendants were the employers of Plaintiff within the meaning of all applicable state laws and statutes. Defendants directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiff to make each of said Defendants employers and employers liable under the statutory provisions set forth herein.

12. Defendants had the authority to hire and terminate Plaintiff and the Aggrieved Employees, to set work rules and conditions governing their employment, and to supervise their daily employment activities.

13. Defendants exercised sufficient authority over the terms and conditions of Plaintiff and the Aggrieved Employees' employment for them to be their joint employers.

14. Defendants directly hired and paid wages and benefits to Plaintiff and the Aggrieved Employees.

15. Defendants continue to employ hourly paid and/or non-exempt employees within the State of California.

16. At all relevant times, Defendants, and each of them, ratified the acts and omissions complained of herein. At all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of each and all the other Defendants in proximately causing the damages herein alleged.

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

GENERAL ALLEGATIONS

18. Plaintiff worked for Defendants from approximately June 2011 through approximately January 2021 as a Warehouse Clerk and a Driver. Defendants jointly and severally employed Plaintiff based out of their location in Rancho Dominguez, California. Plaintiff performed various duties for Defendants including, among other things, performing pre-inspection trips, delivering and picking up items to and from other facilities, and loading and unloading the deliveries.

19. Plaintiff contends that Defendant failed to properly pay him and the Aggrieved Employees all overtime wages and minimum wages for all hours worked, failed to provide all meal and rest breaks to which they were entitled, failed to timely pay all wages upon termination of employment, failed to provide accurate wage statements, failed to keep accurate employment records, failed to reimburse necessary business-related expenses, and failed to adhere to other related protections afforded by the California Labor Code and applicable Industrial Welfare Commission Wage Order.

1 20. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
2 should have known that Plaintiff and the Aggrieved Employees were entitled to the protections
3 afforded by the Labor Code and the applicable Wage Order, yet as set forth in detail below, engaged
4 in a systematic pattern and practice of violating the California Labor Code and the applicable Wage
5 Order.

6 21. Prior to filing a lawsuit against Defendant for these and other alleged Labor Code and
7 Wage Order violations, on August 14, 2023, Plaintiff sent a letter via certified U.S. Mail, return receipt
8 requested, to defendant Union Supply Group, Inc., requesting copies of Plaintiff's employment records
9 pursuant to California Labor Code sections 226(c), 432 and 1198.5.

10 i. ***California Labor Code sections 226(a)-(c)*** provide that employers must maintain
11 copies of certain employment records for "at least three years," and "shall afford
12 current and former employees the right to inspect or receive a copy of records
13 pertaining to their employment, upon reasonable request to the employer" no later than
14 twenty-one (21) days from the date of the request.

15 ii. ***California Labor Code section 432*** provides: "if an employee or applicant signs any
16 instrument relating to the obtaining or holding of employment, he shall be given a copy
17 of the instrument upon request."

18 iii. ***California Labor Code section 1198.5(a)*** provides: "every current and former
19 employee, or his or her representative, has the right to inspect and receive a copy of the
20 personnel records that the employer maintains relating to the employee's performance
21 or to any grievance concerning the employee."

22 iv. ***California Labor Code section 1198.5(b)*** provides:

23 "The employer shall make the contents of those personnel records available
24 for inspection to the current or former employee, or his or her
25 representative, at reasonable intervals and at reasonable times, but not later
26 than 30 calendar days from the date the employer receives a written request,
27 unless the current or former employee, or his or her representative, and the
28 employer agree in writing to a date beyond 30 calendar days to inspect the
records, and the agreed-upon date does not exceed 35 calendar days from
the employer's receipt of the written request.

1 Upon a written request from a current or former employee, or his or her
2 representative, the employer shall also provide a copy of the personnel
3 records, at a charge not to exceed the actual cost of reproduction, not later
4 than 30 calendar days from the date the employer receives the request,
5 unless the current or former employee, or his or her representative, and the
6 employer agree in writing to a date beyond 30 calendar days to produce a
7 copy of the records, as long as the agreed-upon date does not exceed 35
8 calendar days from the employer's receipt of the written request."

9 v. ***California Labor Code section 1198.5(c)*** provides in relevant part:

10 The employer shall do all of the following: (1) With regard to all employees,
11 maintain a copy of each employee's personnel records for a period of not
12 less than three years after termination of employment. ... (3) With regard to
13 former employees, make a former employee's personnel records available
14 for inspection, and, if requested by the employee or his or her representative,
15 provide a copy thereof, at the location where the employer stores the
16 records, unless the parties mutually agree in writing to a different location."

17 22. Plaintiff mailed the letter to Defendant at the address listed on its Statement of
18 Information on file with the California Secretary of State as its "Principal Address": 2500 Regent
19 Blvd., Dallas TX, 75261 ("Principal Address"), which is also listed as its "Mailing Address", as well
20 as the address of record for its President, Vice President, and Secretary.

21 23. Plaintiff also mailed a copy of the letter requesting his employment records to InCorp
22 Services, Inc., which is listed on Defendant's Statement of Information on file with the California
23 Secretary of State as its "California Registered Corporate Agent (1505)." The letter was delivered to
24 Defendant's agent for service of process and signed for by "Karina Banuelos" on October 4, 2023.

25 24. To date, Defendant has not produced any of the requested employment records to which
26 Plaintiff is entitled under Labor Code sections 226(c), 432 and 1198.5.

27 **PAGA ALLEGATIONS**

28 25. At all times set forth herein, PAGA was applicable to Plaintiff's employment by
Defendants.

26 26. PAGA provides that any provision of law under the California Labor Code that
27 provides for a civil penalty, including unpaid wages and premium wages, to be assessed and collected
28 by the California Labor & Workforce Development Agency ("LWDA") for violations of the California
Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved
employee on behalf of himself or herself and other current or former employees pursuant to procedures

1 outlined in California Labor Code section 2699.3.

2 27. Pursuant to PAGA, a civil action may be brought by an “aggrieved employee,” who is
3 any person employed by the alleged violator and against whom one or more of the alleged violations
4 was committed.

5 28. Plaintiff and the other employees are “Aggrieved Employees” as defined by California
6 Labor Code section 2699(c) because they are current or former employees of Defendants against
7 whom one of more of the alleged violations were committed.

8 29. Here, Defendant’s most recent violation of California’s Labor Code occurred when it
9 failed to produce or otherwise make records available to Plaintiff following receipt of his August 14,
10 2023, letter requesting such records. Thus, one of more of the alleged violations were committed by
11 Defendant against Plaintiff within the applicable statute of limitations.

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

15 (a) The Aggrieved Employee shall give written notice by certified mail (hereinafter
16 “Employee’s Notice”) to the LWDA and the employer of the specific provisions of the
17 Labor Code alleged to have been violated, including the facts and theories to support the
18 alleged violations.

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

27 31. On December 4, 2023, Plaintiff provided notice by electronic submission to the LWDA
28 and by certified mail to Defendants regarding the specific provisions of the Labor Code alleged to

1 have been violated, including the facts and theories to support the alleged violations, pursuant to Labor
2 Code section 2699.3. **A true and correct copy of the Employee's Notice is attached hereto as**
3 **Exhibit A.**

4 32. Plaintiff did not receive a LWDA Response within sixty-five calendar days of
5 providing the Employee's Notice.

6 33. Therefore, the administrative prerequisites under California Labor Code section
7 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies for violations of
8 California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197,
9 1197.1, 1198, 2800 and 2802 have been satisfied.

10 **FIRST CAUSE OF ACTION**

11 **VIOLATION OF CALIFORNIA LABOR CODE §§ 2699, *ET SEQ.***

12 **(Against All Defendants and DOES 1-25)**

13 34. Plaintiff incorporates herein by specific reference, as though fully set forth, the
14 allegations in all preceding paragraphs.

15 35. Plaintiff brings this action on an individual basis and on a representative basis on behalf
16 of other Aggrieved Employees and the State of California, in Plaintiff's capacity as a private attorney
17 general pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.*

18 36. PAGA expressly provides for a private right of action to recover civil penalties for
19 violations of the Labor Code as follows: "Notwithstanding any other provision of law, any provision
20 of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce
21 Development Agency or any of its departments, divisions, commissions, boards, agencies, or
22 employees, for a violation of this code, may, as an alternative, be recovered through a civil action
23 brought by an aggrieved employee on behalf of himself or herself and other current or former
24 employees pursuant to the procedures specified in Section 2699.3." Cal. Lab. Code § 2699(a).

25 37. Whenever the LWDA, or any of its departments, divisions, commissions, boards,
26 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to
27 exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

28 38. Plaintiff and the other hourly-paid, non-exempt employees are "Aggrieved Employees"

as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations were committed against them.

39. Defendants' conduct, as alleged herein, violates numerous sections of the California Labor Code, including, but not limited to, the following:

- (a) Violation of California Labor Code sections 226(c), 432 and 1198.5 for failure to preserve, produce and/or make Plaintiff's employment records available to him;
- (b) Violation of California Labor Code sections 510 and 1198 for failure to pay overtime wages, as set forth more fully below;
- (c) Violation of California Labor Code sections 1194, 1197, and 1197.1 for failure to pay minimum wages, as set forth more fully below;
- (d) Violation of California Labor Code sections 226.7 and 512(a) for failure to provide legally required meal periods, as set forth more fully below;
- (e) Violation of California Labor Code sections 226.7 and 512(a) for failure to pay required meal period premiums, as set forth more fully below;
- (f) Violation of California Labor Code section 226.7 for failure to provide legally required rest periods, as set forth more fully below;
- (g) Violation of California Labor Code section 226.7 for failure to pay required rest period premiums, as set forth more fully below;
- (h) Violation of California Labor Code section 204 for failure to timely pay wages to Plaintiff and Aggrieved Employees during employment, as set forth more fully below;
- (i) Violation of California Labor Code sections 201, 202, and 203 for failure to pay all wages at time of discharge from employment, as set forth more fully below;
- (j) Violation of California Labor Code section 226(a) for failure to provide accurate wage statements to Plaintiff and Aggrieved Employees, as set forth more fully below;
- (k) Violation of California Labor Code section 1174(d) for failure to keep complete and accurate payroll records relating to Plaintiff and Aggrieved Employees, as set

1 forth more fully below; and

2 (l) Violation of California Labor Code sections 2800 and 2802 for failure to reimburse
3 Plaintiff and Aggrieved Employees for necessary business-related expenses, as set
4 forth more fully below.

5 40. Pursuant to PAGA, and in particular Labor Code sections 2699(a), 2699.3, and 2699.5,
6 Plaintiff, acting in the public interest as a private attorney general, seek assessment and collection of
7 civil penalties for Plaintiff, all Aggrieved Employees, and the State of California against Defendants
8 for violations of Labor Code sections set forth herein, including penalties under California Labor Code
9 sections 2699, 558, 210, 1197.1, 226, 226.3, 1174.5, and 1197.1, penalties under the applicable IWC
10 Wage Order, and any and all additional penalties and remedies as provided by the California Labor
11 Code and/or other statutes.

12 41. Pursuant to California Labor Code section 2699(i), civil penalties recovered by
13 Aggrieved Employees shall be distributed as follows: seventy-five percent (75%) to the LWDA for
14 the enforcement of labor laws and education of employers and employees about their rights and
15 responsibilities and twenty-five (25%) to the Aggrieved Employees.

16 42. Plaintiff retained counsel to file this court action, and to assess and collect the civil
17 penalties owed by Defendants. Plaintiff therefore seeks an award of reasonable attorney's fees and
18 costs pursuant to Labor Code §§ 210, 218.5, 2699(g)(1), and any other applicable statute.

19 **Failure to Preserve, Produce and/or Make Employment Records Available**

20 43. California Labor Code sections 226, 432 and 1198.5 require employers to preserve and
21 produce or otherwise make employment records available to employees upon request.

22 44. Defendant failed to comply with these provisions by failing to make Plaintiff and
23 Aggrieved Employee's employment records available to them upon request.

24 45. Defendants' failure to preserve, provide and/or make Plaintiff and Aggrieved
25 Employees' employment records available to them upon demand, as required by California law,
26 violates the provisions of California Labor Code sections 226, 432 and 1198.5, and is therefore
27 unlawful.

28 ///

1 **Failure to Pay Minimum Wages**

2 46. California Labor Code sections 1194, 1197 and 1197.1 provide that the minimum wage
3 for employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a
4 wage less than the minimum so fixed is unlawful.

5 47. The IWC set the minimum wage for Plaintiff and the Aggrieved Employees in the
6 applicable IWC Wage Order.

7 48. Defendants failed to pay minimum wage to Plaintiff and the Aggrieved Employees for
8 a wide range of off-the-clock work performed, including, *inter alia*,

- 9 a. suffering or permitting Plaintiff and class members to perform work for the benefit of
10 Defendants prior to clocking-in for their shift(s) including *inter alia* preparing the
11 vehicles and conducting pre-inspections of the vehicles;
12 b. suffering or permitting Plaintiff and class members to perform work for the benefit of
13 Defendants after clocking-out from their shift(s) including *inter alia* responding to
14 work-related texts and/or phone calls;
15 c. suffering or permitting Plaintiff and class members to perform work for the benefit of
16 Defendants while “off-the-clock” during meal periods, including *inter alia* staying with
17 the truck at all times and responding to work-related texts and/or phone calls;
18 d. contacting Plaintiff and class members via text and/or phone calls outside of work hours
19 to discuss work matters;

20 49. Accordingly, Defendants regularly failed to pay at least minimum wages to Plaintiff
21 and the Aggrieved Employees for all hours they worked in violation of California Labor Code sections
22 1194, 1197, and 1197.1.

23 **Failure to Pay Proper Overtime Wages**

24 50. Labor Code section 510 and the applicable IWC Wage Order require Defendants to pay
25 Plaintiff and Aggrieved Employees who worked more than eight (8) hours in a day; more than forty
26 (40) hours in a workweek, and/or seven (7) consecutive days, at the rate of one-and-a-half times their
27 regular rate for all such hours worked.

28 51. Labor Code section 510 and the applicable IWC Wage Order further requires

1 Defendants to pay Plaintiff and Aggrieved Employees who worked more than twelve (12) hours in a
2 day or more than eight (8) hours on the seventh consecutive day, overtime compensation at a rate of
3 two (2) times their regular rate of pay for all such hours worked.

4 52. During the relevant time period, Plaintiff and Aggrieved Employees regularly worked
5 in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, in excess of forty (40)
6 hours in a workweek and/or for seven (7) or more consecutive days, but Defendants routinely failed
7 to properly account for all such overtime hours and further failed to compensate Plaintiff and
8 Aggrieved Employees at the correct overtime rates.

9 53. Defendants' failure to pay correct overtime wages included, *inter alia*: (a) when the
10 combined total of the off-the-clock work discussed *supra* and the on-the-clock work exceed the
11 number of hours that trigger the payment of overtime wages under Labor Code sections 510 and/or
12 the applicable Wage Order; (b) when Defendants intentionally, willfully and/or negligently
13 mischaracterized overtime as straight time, or double time as time-and-a-half; (c) when Defendants
14 assigned more work than could reasonably be completed in a workday or workweek to Plaintiff and
15 Aggrieved Employees, but refused to authorize the overtime necessary for them to complete the
16 assigned work; and (d) when Defendants failed to include all required wages and remuneration when
17 calculating the overtime rate.

18 54. Defendants' failure to pay Plaintiff and Aggrieved Employees proper overtime
19 compensation, as required by California law, violates the provisions of California Labor Code section
20 510, and is therefore unlawful.

21 **Failure to Provide Meal Periods**

22 55. California Labor Code section 226.7 provides that no employer shall require an
23 employee to work during any meal period mandated by an applicable IWC Order.

24 56. California Labor Code section 512(a) provides that an employer may not require, cause,
25 or permit an employee to work for a period of more than five (5) hours per day without providing the
26 employee with a meal period of not less than thirty (30) minutes, except that if the total work period
27 per day of the employee is not more than six (6) hours, the meal period may be waived by mutual
28 consent of both the employer and the employee.

1 57. California Labor Code section 512(a) further provides that an employer may not
2 employ an employee for a work period of more than 10 hours per day without providing the employee
3 with a second meal period of not less than 30 minutes, except that if the total hours worked is no more
4 than 12 hours, the second meal period may be waived by mutual consent of the employer and the
5 employee only if the first meal period was not waived.

6 58. The applicable IWC Wage Order sets forth the same requirements for meal breaks.

7 59. Plaintiff and Aggrieved Employees who were scheduled to work for no longer than six
8 (6) hours, and who did not waive their legally mandated meal periods by mutual consent, were required
9 to work for periods longer than five (5) hours without a meal period of not less than thirty (30) minutes.

10 60. Plaintiff and the Aggrieved Employees who were scheduled to work for more than six
11 (6) hours were required to work for periods longer than five (5) hours without an uninterrupted meal
12 period of not less than thirty (30) minutes.

13 61. Plaintiff and the Aggrieved Employees, who were scheduled to work for more than ten
14 (10) hours but no longer than twelve (12) hours, and who did not waive their legally-mandated meal
15 periods by mutual consent, were required to work in excess of ten (10) hours without receiving a
16 second uninterrupted meal period of not less than thirty (30) minutes.

17 62. Plaintiff and the Aggrieved Employees, who were scheduled to work for a period of
18 time in excess of twelve (12) hours, were required to work for periods longer than ten (10) hours
19 without a second uninterrupted meal period of not less than thirty (30) minutes.

20 63. Moreover, Defendants intentionally and willfully required Plaintiff and the Aggrieved
21 Employees to work during meal periods and failed to compensate Plaintiff and the Aggrieved
22 Employees for work performed during meal periods. This includes, among other things, requiring
23 Plaintiff and the Aggrieved Employees to work through their lunch breaks, permitting and/or requiring
24 Plaintiff and the Aggrieved Employees to take late lunch breaks, permitting and/or requiring Plaintiff
25 and the Aggrieved Employees to take short lunch breaks, interrupting and/or allowing others to
26 interrupt Plaintiff and the Aggrieved Employees during their lunch breaks, failing to relieve Plaintiff
27 and the Aggrieved Employees of all duties during their lunch breaks, and restricting Plaintiff and the
28 Aggrieved Employees from leaving their vehicles during their lunch breaks.

1 64. Such conduct violates California Labor Code sections 226.7 and 512(a) and the
2 applicable IWC Wage Order.

3 **Failure to Pay Compliant Meal Break Premiums**

4 65. California Labor Code section 226.7 provides: “[i]f an employer fails to provide an
5 employee a [meal] period in accordance with a state law, including, but not limited to, an applicable
6 statute or applicable regulation, standard, or order of the Industrial Welfare Commission... the
7 employer shall pay the employee one additional hour of pay at the employee's regular rate of
8 compensation for each workday that the [meal] period is not provided.

9 66. The applicable IWC Wage Order provides: “[i]f an employer fails to provide an
10 employee a meal period in accordance with the applicable provisions of this Order, the employer shall
11 pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each work
12 day that the meal period is not provided.”

13 67. Defendants failed to pay Plaintiff and Aggrieved Employees meal period premiums
14 due in violation of California Labor Code sections 226.7 and 512 on each day when a complete, timely,
15 and uninterrupted meal period of at least thirty (30) minutes was not provided.

16 68. Defendants’ conduct violates the applicable IWC Wage Orders and California Labor
17 Code section 226.7.

18 **Failure to Provide Rest Periods**

19 69. California Labor Code section 226.7 provides that no employer shall require an
20 employee to work during any rest period mandated by an applicable order of the California IWC.

21 70. The applicable IWC Wage Order provides that “[e]very employer shall authorize and
22 permit all employees to take rest periods, which insofar as practicable shall be in the middle of each
23 work period” and that the “rest period time shall be based on the total hours worked daily at the rate
24 of ten (10) minutes net rest time per four (4) hours or major fraction thereof” unless the total daily
25 work time is less than three and one-half (3½) hours.

26 71. Defendants routinely required Plaintiff and the Aggrieved Employees to work three
27 and one-half (3 ½) or more hours without authorizing or permitting a compliant ten (10) minute rest
28 period per each four (4) hour period, or major fraction thereof, worked.

72. Moreover, Defendants willfully required, suffered and permitted Plaintiff and the Aggrieved Employees to work during what should have been their rest periods. Defendants also failed to relieve Plaintiff and the other class members of all duties for ten (10) minutes as required for compliant rest breaks.

73. As a result, Plaintiff and the Aggrieved Employees worked through rest periods, took late rest periods, took interrupted rest periods, and/or took short rest periods, if at all.

74. Defendants' conduct therefore violates the applicable IWC Wage Orders and California Labor Code section 226.7.

Failure to Pay Rest Break Premiums

75. California Labor Code section 226.7 provides: “[i]f an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission,... the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the [rest] period is not provided.

76. The applicable IWC Wage Order provides: “[i]f an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each work day that the rest period is not provided.

77. Defendants failed to pay Plaintiff and Aggrieved Employees required rest break premiums due when compliant rest periods were not provided.

78. Such conduct is in direct violation of California Labor Code section 226.7.

Failure to Timely Pay Wages During Employment

79. California Labor Code section 204 provides that all wages earned by any person in any employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed. It further provides all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of

1 the following month.

2 80. California Labor Code section 204 provides that all wages earned for labor in excess
3 of the normal work period shall be paid no later than the payday for the next regular payroll period.

4 81. During the relevant time period, Defendants intentionally and willfully failed to pay
5 Plaintiff and the Aggrieved Employees all wages due to them, within any time period permissible
6 under California Labor Code section 204, including wages for overtime compensation, minimum wage
7 compensation, meal period premiums, and rest period premiums.

8 82. Such conduct violates Labor Code section 204.

9 **Failure to Timely Pay Wages Upon Termination**

10 83. Pursuant to California Labor Code sections 201, 202, and 203, Defendants are required
11 to timely pay all earned and unpaid wages to an employee who is discharged.

12 84. California Labor Code section 201 mandates that if an employer discharges an
13 employee, the employee's wages accrued and unpaid at the time of discharge are due and payable
14 immediately.

15 85. California Labor Code section 202 mandates that if an employee quits, his or her wages
16 shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee
17 has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee
18 is entitled to his or her wages at the time of quitting.

19 86. California Labor Code section 203 provides that if an employer willfully fails to pay,
20 in accordance with California Labor Code sections 201 and 202, any wages of an employee who is
21 discharged or who quits, the wages of the employee shall continue as a penalty from the due date
22 thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not
23 continue for more than thirty (30) days.

24 87. At the time that Plaintiff and Aggrieved Employees' employment with Defendants
25 ended, Defendants knowingly and willfully failed to pay Plaintiff and the Aggrieved Employees all
26 wages owed to them pursuant to California Labor Code sections 201 and 202, including, without
27 limitation, overtime wages, minimum wages, and meal and rest period premium wages.

28 88. Such conduct violates Labor Code sections 201, 202 and 203.

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1 were denied both their legal right and protected interest, in having available, accurate and complete
2 payroll records pursuant to California Labor Code section 1174(d).

3 **Failure to Reimburse Necessary Business Expenses**

4 96. Pursuant to California Labor Code sections 2800 and 2802, an employer must
5 reimburse its employees for all necessary expenditures incurred by the employee in direct consequence
6 of the discharge of his or her job duties or in direct consequence of his or her job duties or in direct
7 consequence of his or her obedience to the directions of the employer.

8 97. Plaintiff and the Aggrieved Employees incurred necessary business-related expenses
9 and costs that were not fully reimbursed by Defendants, including, but not limited to, the use of
10 personal cell phones for work-related purposes.

11 98. Defendants intentionally and willfully failed to reimburse Plaintiff and the Aggrieved
12 Employees for all necessary business-related expenses and costs.

13 99. Such conduct violates Labor Code sections 2802.

14 **PRAYER FOR RELIEF**

15 Plaintiff prays for relief and judgment against Defendants, jointly and severally, as follows:

16 1. For the imposition of civil penalties pursuant to California Labor Code §§ 2699, 210,
17 558, 226, 226.3, 1174.5, 1197.1 and all other penalties allowed by the California Labor Code and/or
18 other applicable statutes;

19 2. For statutory attorneys' fees and costs pursuant to sections 210, 218.5 and 2699(g)(1)
20 of California Labor Code; and

21 3. For such other and further relief as the Court may deem proper.

22
23 DATED: February 7, 2024

BLACKSTONE LAW, APC

24
25 By: _____


Jonathan M. Genish, Esq.
Attorneys for Plaintiff
SAMUEL ORONIA, individually, and on
behalf of Aggrieved Employees pursuant to the
California Private Attorneys General Act

EXHIBIT A

December 4, 2023

PAGA Claim Notice Via Online Electronic Submission

California Labor & Workforce Development Agency

800 Capitol Mall, Suite 5000 (MIC-55)

Sacramento, CA 95814

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

RE: *Samuel Oronia v. Union Supply Group, Inc.; Union Supply Company, Inc. et al.*

To Whom It May Concern:

This office represents Samuel Oronia (“Claimant”) with respect to their claims under the California Labor Code against Union Supply Group, Inc. and Union Supply Company, Inc. (including all affiliates, subsidiaries, parents, directors, and officers) (collectively referred to herein as “Employers”). This letter is being sent simultaneously to Employers by certified mail.

Employers employed Samuel Oronia from approximately June 2011 to approximately January 2021 as a non-exempt, hourly-paid employee. Claimant worked as a warehouse clerk and driver for Employers and was based out of Employers’ facility located at 2301 East Pacifica Place, Rancho Dominguez, California 90220.

Employers recently violated California Labor Code section 226(c) by failing to provide to Claimant, “within 21 calendar days from the date of the request[,]” a copy of Claimant’s employment records. *Id.* This violation entitles Claimant to bring a representative action seeking penalties for violations of the California Labor Code which are recoverable under the Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”). *See* California Labor Code section 226(f); *Huff v. Securitas Security Services USA, Inc.* (2018) 25 Cal.App.5th 745 (permitting an employee alleging a single violation of the Labor Code under PAGA to also bring PAGA claims against an Employer for all other alleged Labor Code violations, even those suffered by other employees of the same employer).

Claimant is seeking penalties on behalf of his or herself and in a representative capacity on behalf of the State of California and all current and former hourly-paid and/or non-exempt employees who worked for Employers in the State of California during the relevant statutory period (“Aggrieved Employees”). This letter is being sent in compliance with California Labor Code section 2699.3 and shall serve as Claimant’s notice of the provisions of the California Labor

Code alleged to have been violated, including the facts and theories in support thereof.

As detailed below, Employers violated several of California's wage and hour laws during Claimant's employment, including but not limited to California Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and the applicable Industrial Welfare Commission Wage Order ("IWC Wage Order").

The claims made on behalf of Claimant and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO TIMELY PROVIDE A COPY OF CLAIMANT'S RECORDS PURSUANT TO CALIFORNIA LABOR CODE SECTION 226

"An employer that is required by [the Labor Code] or any regulation adopted pursuant to this code to keep the information required by subdivision (a) shall afford current and former employees the right to inspect or receive a copy of records pertaining to their employment, upon reasonable request to the employer." Labor Code §226(b). An employer who receives a written request to inspect or receive a copy of such records "shall comply with the request as soon as practicable, *but no later than 21 calendar days from the date of the request.*" Labor Code §226(c). An employer's failure to comply with Labor Code section 226(c) "entitles the current or former employee or the Labor Commissioner to recover a seven-hundred-fifty-dollar (\$750) penalty from the employer." Labor Code §226(f).

On October 2, 2023, Claimant's attorneys sent employer Union Supply Group, Inc. a written request for Claimant's records pursuant to California Labor Code section 226(b) & (c). This request was sent to Employers at 5716 Corsa Ave. Suite 110, Westlake Village, California 91362 via certified mail. On October 4, 2023, the aforementioned records request letter was received and signed for by Karina Banuelos. As of the date of this filing, Claimant and/or Claimant's attorneys have not received a response to the records request letter that was sent nearly two months ago. Employers' failure to respond within 21 days from October 2, 2023 was knowing and intentional given their confirmed receipt of the letter.

Claimant and Aggrieved Employees will therefore seek PAGA penalties pursuant to California Labor Code sections 226(f) and 2699 and attorneys' fees and costs.

2. EMPLOYER'S OTHER VIOLATIONS OF THE CALIFORNIA LABOR CODE

Pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 25 Cal.App.5th 745 ("*Huff*"), as an Aggrieved Employee, Claimant has standing, and intends to pursue civil penalties on behalf of the LWDA against Employers for any and all other Labor Code violations committed by Employers. In *Huff*, the California Court of Appeals held that an employee alleging a single violation of the Labor Code under PAGA may also bring PAGA claims against Employer for all other alleged Labor Code violations, even those suffered by other employees of the same employer. According to the *Huff* decision, Claimant, as an "aggrieved" employee affected by at least one Labor Code violation may, and hereby does, pursue penalties on behalf of LWDA for all

Labor Code violations by Employer as set forth in detail below.

a. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Employers engaged in numerous unlawful practices which resulted in the failure to pay Claimant and other Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.

California Labor Code sections 1194, 1197, and 1197.1 and the applicable IWC Wage Order require employers to pay at least the legal minimum wage to their employees. California Labor Code sections 510 and 1198 and the applicable IWC Wage Order further require employers to pay no less than one and one-half times an employee's regular rate of pay for hours worked in excess of eight (8) hours in one workday, for hours worked in excess of forty (40) hours in one workweek, and for the first eight (8) hours worked on the seventh day of work in any one workweek, and to pay no less than twice an employee's regular rate of pay of the employee for hours worked in excess of twelve (12) hours in one workday and for any work in excess of eight (8) hours on any seventh day of a workweek.

Throughout the relevant time, Employers regularly required Claimant and other Aggrieved Employees to perform work off-the-clock including, among other things, preparing vehicles, conducting pre-trip inspections, responding to work-related text messages and/or phone calls, staying with the truck at all times prior to clocking-in, during lunch, and/or after clocking-out for their shifts. Employers failed to compensate Claimant and other Aggrieved Employees for any of this off-the-clock work, in violation of California law.

This uncompensated work often resulted in the total number of hours worked by Claimant and other Aggrieved Employees exceeding the daily and/or weekly triggers for overtime wages, yet Employers failed to pay Claimant and Aggrieved Employees applicable overtime rate(s) for these hours.

Employers also failed to accurately record the actual time worked by Claimant and Aggrieved Employees.

Employers also failed to pay overtime to Claimant and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration, including non-discretionary commissions, non-discretionary bonuses, and non-discretionary performance pay.

As a result of the foregoing practices, Employers failed to pay Claimant and other Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; and attorneys' fees and costs.

b. MEAL BREAK VIOLATIONS

California law requires employers to provide employees with an opportunity to take an uninterrupted meal period of no less than thirty (30) minutes before the end of the fifth hour of work when an employee works more than five (5) hours in a day. Cal. Lab. Code §§ 226.7 & 512(a). Employers must provide a second meal period of no less than thirty (30) minutes before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. *Id.* For each day that an employer fails to provide compliant meal period(s), the employer must pay the employee a meal penalty equal to one hour of pay at the employee's regular rate of compensation. *Id.*

During the relevant time period, Employers failed to provide Claimant and other Aggrieved Employees with legally compliant 30-minute meal periods. Claimant and other Aggrieved Employees were required by Employers to work more than five (5) hours per day but were not provided with uninterrupted 30-minute meal periods. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employers regularly required Claimant and other Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour of work. Meal breaks, when provided, were oftentimes interrupted and/or cut short.

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded their own purported meal period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during meal periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on maximizing profits over employees' right to receive timely, uninterrupted, and duty-free meal periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for each day a compliant meal period was not provided to them in compliance with California law.

Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 226.7, 512(a) and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558 and 1199; and attorneys' fees and costs.

c. REST BREAK VIOLATIONS

California law requires employers to authorize and permit employees to take an uninterrupted rest period of no less than ten (10) minutes for every four (4) hours, or major fraction thereof, worked. Cal. Lab. Code § 226.7. For each day that an employer fails to authorize and permit a compliant rest period, the employer owes the employee one hour of pay at the employee's regular rate of compensation. Cal. Lab. Code § 226.7(c).

Employers failed to authorize and permit Claimant and other Aggrieved Employees to take compliant 10-minute rest periods. Employers required Claimant and other Aggrieved Employees to work through rest periods. Claimant and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Claimant and other Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during rest periods; and (7) Employers' policy and culture prevented

Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees' right to receive rest periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for each day a rest period was not provided to them in compliance with California law. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 226.7 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to the applicable IWC Wage Orders; Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

d. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Employers failed to timely pay all wages earned because Claimant and other Aggrieved Employees were not paid all the wages they were owed including, *inter alia*, overtime compensation, straight time wages, minimum wages, and meal and rest period premiums. Accordingly, Employers violated California Labor Code section 204(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

e. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

California Labor Code section 226(a) requires an employer semimonthly or at the time of each payment of wages to furnish wage statements to its employees setting forth, *inter alia*, (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (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 his or her social security number or an employee identification number other than a social security number, and (8) the name and address of the legal entity that is the employer.

As a result of the practices described above, the wage statements provided to Claimant and other Aggrieved Employees failed to include the actual hours worked (including time spent working off-the-clock), the actual gross wages earned (including wages owed for time spent working off the clock and meal and rest period premiums), and the correct rates of pay. Accordingly, Employers violated California Labor Code section 226(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; and attorneys' fees and costs.

f. FAILURE TO MAINTAIN ACCURATE RECORDS

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years. During the relevant time period, Employers have failed to maintain accurate records relating to Claimant and other Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 1198.5 and 1174(d).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

g. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. The applicable IWC Wage Order requires employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Claimant and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employers. These costs include but are not limited to the use of personal cell phones for work-related purposes.

Accordingly, Employers violated the applicable IWC Order and California Labor Code sections 2800 and 2802. Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; and attorneys' fees and costs.

h. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

During the relevant time period, upon the termination of employment (including but not limited to when they were temporarily laid off, laid off, discharged, and/or resigned), Employers failed to pay all wages due to their employees within twenty-four (24) hours of termination or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employers' practices of requiring Claimant and Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employers failed to pay Claimant and Aggrieved Employees for all straight time wage, minimum wages and overtime compensation owed to them upon termination of their employment. Employers also failed to pay Claimant and Aggrieved Employees for meal period premiums and rest period premiums they were owed, amongst other wages. Accordingly, Employers violated California Labor Code sections 201 and 202.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to California Labor Code sections 203 and 1199; and attorneys' fees and costs.

3. CONCLUSION

Employers are in direct violation of numerous California wage and hour laws including but not limited to those discussed in detail below. Claimant hereby provides notice to the LWDA under the California Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698, *et seq.*, and specifically asks for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that Claimant may allege a cause of action under PAGA against Employers for the violations discussed in this letter.

This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3. By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of Sections 2699, *et seq.*, by seeking redress in court. Cal. Lab. Code § 2699.3(a)(1). The LWDA must then notify the employer and the employee within 60 calendar days regarding whether it intends to investigate the alleged violation. Cal. Lab. Code § 2699.3(a)(2)(B). If the LWDA advises it will not investigate, or if no notice is provided within 65 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. Cal. Lab. Code § 2699.3(a)(2)(A). It is Claimant's intention to file a civil complaint and to



BLACKSTONE
LAW

8383 Wilshire Blvd., Suite 745
Beverly Hills, CA 90211
Phone: (310) 622-4278
Fax: (855) 786-6356

bring the appropriate claims under California Labor Code § 2699 on behalf of themselves, the State of California and all Aggrieved Employees should your office not address Employers' alleged violations within this timeframe.

If you have any questions or require additional information, please do not hesitate to contact my office. Thank you for your attention to this matter.

BLACKSTONE LAW

Karen I. Gold, Esq.

cc: By U.S. Certified Mail, Return Receipt Requested

Union Supply Group, Inc. & Union Supply Company, Inc.
2500 Regent Blvd.
Dallas, Texas 75261

Union Supply Group, Inc. & Union Supply Company, Inc.
Agent for Service of Process- 1505 Corporation
INCORP SERVICES
Steven Pickett
5716 Corsa Ave. Suite 110,
Westlake Village, California 91362