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and on behalf of others similarly situated and aggrieved employees
pursuant to the California Private Attorneys General Act

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

PETER J. GUTIERREZ, individually and on
behalf of others similarly situated and aggrieved
employees pursuant to the California Private
Attorneys General Act,

Plaintiff,

vs.

UNIVAR SOLUTIONS USA INC., a
Washington corporation; UNIVAR
SOLUTIONS INC., a Delaware corporation; and
DOES 1 through 25, inclusive,

Defendants.

Case No.: 23STCV26851

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT**

- (1) Violation of Cal. Labor Code §§ 1194,
1197 and 1197.1 (Unpaid Minimum
Wages)**
- (2) Violation of Cal. Labor Code §§ 510
and 1198 (Unpaid Overtime)**
- (3) Violation of Cal. Labor Code §§ 226.7
and 512(a) (Unpaid Meal Period
Premiums)**
- (4) Violation of Cal. Labor Code § 226.7
(Unpaid Rest Period Premiums)**
- (5) Violation of Cal. Labor Code §§ 204
and 210 (Wages Not Timely Paid
During Employment)**
- (6) Violation of Cal. Labor Code § 226(a)
(Failure to Provide Accurate Wage
Statements)**
- (7) Violation of Cal. Labor Code §§ 201,
202 and 203 (Untimely Final Wages)**

- 1 (8) Violation of Cal. Labor Code §§ 2800
2 and 2802 (Failure to Reimburse
3 Necessary Business Expenses)
4 (9) Violation of Cal. Business &
5 Professions Code § 17200, *et seq.*
6 (10) Violation of Cal. Labor Code §§
7 2698, *et seq.* (California Labor Code
8 Private Attorneys General Act of
9 2004)

10 **DEMAND FOR JURY TRIAL**

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25 Attorneys for Plaintiff PETER J. GUTIERREZ,
26 on behalf of himself and others similarly situated
27 and aggrieved employees pursuant to the California Private Attorneys General Act
28

COMES NOW, Plaintiff PETER J. GUTIERREZ (“Plaintiff”), individually and on behalf of all members of the general public similarly situated and aggrieved employees pursuant to the Private Attorneys General Act (“PAGA”), and alleges as follows against UNIVAR SOLUTIONS USA INC., UNIVAR SOLUTIONS INC., and DOES 1 through 25, inclusive (collectively, “Defendants”):

JURISDICTION AND VENUE

1. This is a class action brought pursuant to California Code of Civil Procedure section 382 and a PAGA action brought pursuant to California Labor Code sections 2698, *et seq.*

2. The monetary damages, restitution, statutory penalties, and other applicable legal and equitable relief sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

3. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

4. 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 avail themselves of the California market so as 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.

5. 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. The majority of the acts, events, and violations alleged herein relating to Plaintiff occurred throughout the state of California, including in the County of Los Angeles.

THE PARTIES

6. At all times herein mentioned, Plaintiff PETER J. GUTIERREZ is and was an individual residing in San Mateo County in the State of California.

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1 7. At all times herein mentioned, Defendant UNIVAR SOLUTIONS USA INC. is and
2 was an employer who does business in California, with locations throughout the State of California,
3 and whose employees are engaged throughout Los Angeles County and the State of California,
4 including at 20915 S. Wilmington Ave, Carson, CA 90810.

5 8. At all times herein mentioned, Defendant UNIVAR SOLUTIONS, INC is and was an
6 employer who does business in California, with locations throughout the State of California, and
7 whose employees are engaged throughout Los Angeles County and the State of California, including
8 at 20915 S. Wilmington Ave, Carson, CA 90810.

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

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

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

23 12. Defendants had the authority to hire and terminate Plaintiff and the other class
24 members, to set work rules and conditions governing Plaintiff and the other class members'
25 employment, and to supervise their daily employment activities.

26 13. Defendants exercised sufficient authority over the terms and conditions of Plaintiff
27 and the other class members' employment for them to be joint employers of Plaintiff and the other
28 class members.

14. Defendants directly hired and paid wages and benefits to Plaintiff and the other class members.

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 each and every act or omission 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 PETER J. GUTIERREZ worked for Defendants as an hourly non-exempt employees from in or around October 2018 until on or about October 25, 2023. Defendants jointly and severally employed Plaintiff PETER J. GUTIERREZ at their location in Foster City, California 94404.

19. Plaintiff is informed and believes, and thereon alleges that Defendants engaged in a pattern and practice of wage abuse against their hourly-paid and/or non-exempt employees. As set forth in more detail below, this pattern and practice of wage abuse involved, *inter alia*, requiring Plaintiff and the class members to work off-the-clock without compensation, failing to properly pay overtime wages and minimum wages for all hours worked, failing to provide all meal and rest breaks to which they were entitled and failing to pay meal and rest break premiums when due, failing to timely pay wages during employment and upon termination of employment, failing to provide accurate wage statements, failing to reimburse necessary business-related expenses, and failing to adhere to other related protections afforded by the California Labor Code and the applicable Industrial Welfare Commission (“IWC”) Wage Order.

20. Defendants knew or should have known that they had a duty to compensate Plaintiff and the class pursuant to California law. Defendants had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so to increase Defendant's

1 profits.

2 **CLASS ACTION ALLEGATIONS**

3 21. Plaintiff brings this lawsuit as a class action on behalf of Plaintiff and all others
4 similarly situated, as members of a proposed class pursuant to California Code of Civil Procedure
5 section 382. The class satisfies the numerosity, commonality, typicality, adequacy, predominance,
6 and superiority requirements under California Code of Civil Procedure section 382.

7 22. The proposed class is defined as follows:

8 **All current and former hourly-paid and/or non-exempt employees**
9 **who worked for Defendants in the State of California at any time**
10 **during the period from four years prior to the date of the filing of**
11 **the original Complaint until final judgment.**

12 23. Plaintiff reserves the right to establish additional subclasses as appropriate.

13 24. There is a well-defined community of interest in the litigation and the Class is easily
14 ascertainable.

15 25. The Class is so numerous that the individual joinder of all its members is impracticable.
16 While the exact number and identities of class members are unknown to Plaintiff at this time, the exact
17 numbers of class members and their identities can be ascertained through appropriate discovery from
18 records maintained by Defendants and their agents.

19 26. Common questions of fact and law exist as to all class members, which predominate
20 over any questions affecting only individual members of the Class. The common legal and factual
21 questions which do not vary from class member to class member, and which may be determined
22 without reference to the individual circumstances of any class member include, but are not limited to,
23 the following:

- 24 i. Whether Defendants had a policy and practice of failing to pay minimum wages to
25 Plaintiff and the other class members for all hours worked;
26 ii. Whether Defendants had a policy and practice of failing to pay overtime wages to
27 Plaintiff and the other class members for all overtime hours worked;

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- iii. Whether Defendants had a policy and practice of failing to provide meal periods to Plaintiff and the other class members;
- iv. Whether Defendants had a policy and practice of failing to provide rest periods to Plaintiff and the other class members;
- v. Whether Defendants failed to pay their hourly-paid and/or non-exempt employees in the State of California for all hours worked, and for all missed, short, late, and/or interrupted meal periods and rest breaks;
- vi. Whether Defendants failed to timely pay all wages due to Plaintiff and the other class members during their employment;
- vii. Whether Defendants' failure to pay wages, without abatement or reduction, in accordance with the California Labor Code, was willful;
- viii. Whether Defendants failed to pay all wages due to Plaintiff and the other class members within the required time upon their discharge or resignation;
- ix. Whether Defendants failed to comply with wage reporting as required by the California Labor Code; including, *inter alia*, section 226;
- x. Whether Defendants failed to reimburse Plaintiff and the other class members for necessary business-related expenses and costs;
- xi. Whether Defendants' conduct was willful or reckless;
- xii. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq.*;
- xiii. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- xiv. Whether Plaintiff and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

27. Plaintiff's claims are typical of the claims of the Class, and Plaintiff's interests are coincident with and not antagonistic to those of the other class members Plaintiff seeks to represent. Plaintiff will fairly and adequately protect the interests of the members of the Class. Plaintiff has retained attorneys experienced in the prosecution of class actions and Plaintiff

intends to prosecute this action vigorously.

28. A class action is superior to other available methods for the fair and efficient adjudication of this controversy since individual litigation of the claims of all class members is impracticable. Even if every class member could afford individual litigation, the court system could not. It would be unduly burdensome on the courts in which individual litigation of numerous cases would proceed. Individualized litigation would also present the potential for varying, inconsistent or contradictory judgments and would magnify the delay and expense to all parties and to the court system resulting from multiple trials of the same complex factual issues. By contrast, the conduct of this action as a class action, with respect to some or all of the issues presented in this Complaint, presents fewer management difficulties, conserves the resources of the parties and of the court system, and protects the rights of each class member.

29. Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the class members who are not named in the complaint anonymity that allows for the vindication of their rights.

PAGA ALLEGATIONS

30. PAGA is and was applicable to Defendants' employment of Plaintiff and the aggrieved employees.

31. PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty, including unpaid wages and premium wages, to be assessed and collected by the California Labor and 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 outlined in California Labor Code section 2699.3.

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

1 33. Plaintiff and the other hourly-paid, non-exempt employees are “aggrieved employees”
2 as defined by California Labor Code section 2699(c) because they are current or former employees of
3 Defendants against whom one of more of the alleged violations were committed.

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

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

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

19 35. On September 8, 2023, former plaintiff Jaime Orantes provided notice by electronic
20 submission to the LWDA and by certified mail to Defendants regarding the specific provisions of the
21 California Labor Code alleged to have been violated, including the facts and theories to support the
22 alleged violations, pursuant to California Labor Code section 2699.3. **A true and correct copy of this**
23 **Employee’s Notice is attached hereto as Exhibit A.** On November 1, 2023, former plaintiff Jaime
24 Orantes amended the Employee’s Notice. **A true and correct copy of the amended Employee’s**
25 **Notice is attached hereto as Exhibit B.**

26 36. On January 10, 2024, Plaintiff PETER J. GUTIERREZ provided notice by electronic
27 submission to the LWDA and by certified mail to Defendants regarding the specific provisions of the
28 California Labor Code alleged to have been violated, including the facts and theories to support the

1 alleged violations, pursuant to California Labor Code section 2699.3. **A true and correct copy of**
2 **Plaintiff PETER J. GUTIERREZ Employee's Notice is attached hereto as Exhibit C.**

3 37. Neither Plaintiff nor former plaintiff Jaime Orantes received a LWDA Response within
4 sixty-five (65) calendar days of providing the Employee's Notices.

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

9 **FIRST CAUSE OF ACTION**

10 **VIOLATION OF LABOR CODE SECTIONS 1194, 1197, AND 1197.1**

11 **Failure to Pay Minimum Wage**

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

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

15 40. California Labor Code sections 1194, 1197, and 1197.1 provide that the minimum wage
16 for employees fixed by the Industrial Welfare Commission is the minimum wage to be paid to
17 employees, and the payment of a wage less than the minimum so fixed is unlawful. Plaintiff and the
18 other class members were frequently suffered or permitted to work "off-the-clock", such that they
19 were not paid minimum wage for all hours worked.

20 41. Such "off-the-clock" work that Plaintiff and class members were suffered and/or
21 permitted to work, and for which Plaintiff and class members did not receive minimum wage include
22 *inter alia*, requiring Plaintiff and class members to maintain and move trailers to their correct locations
23 after clocking out.

24 42. Moreover, Defendants had a policy, practice and procedure of rounding employee time
25 such that Plaintiff and some or all class members were systematically unpaid and/or underpaid for
26 time worked over the course of their employment.

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43. Additionally, Defendants employed policies, practices, and/or procedures including, but not limited to: (1) “Rounding down” or “shaving down” Plaintiff’s and similarly situated employees’ total daily hours at the time of their clock-ins and clock-outs, including clock-ins and clock-outs for meal breaks, to the nearest quarter of an hour, to the benefit of Defendants; (2) requiring Plaintiff and similarly situated employees to keep their employer-issued walkie-talkies on their person and to always monitor them during their shift resulting in Plaintiff and similarly situated employees remaining on duty during their off-the-clock meal breaks and after clocking-out for the end of their shift in order to take and respond to calls from Defendants; and (3) requiring Plaintiff and similarly situated employees who worked with hazardous materials to separately launder their uniforms off-the-clock without being paid for that time

44. Accordingly, Defendants regularly failed to pay at least minimum wages to Plaintiff and the other class members for all hours they worked in violation of California Labor Code sections 1194, 1197, and 1197.1.

45. Defendants knew or should have known that Plaintiff and class members were performing such work “off-the-clock” because, among other things, Defendants’ management witnessed, authorized, was made aware of, and/or required Plaintiff and class members to perform such work.

46. Defendants’ failure to pay Plaintiff and the other class members the minimum wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections, Plaintiff and the other class members are entitled to recover the unpaid balance of their minimum wage compensation, as well as interest, costs, and attorney’s fees.

47. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

SECOND CAUSE OF ACTION

VIOLATION OF LABOR CODE SECTIONS 510 AND 1198

Unpaid Overtime

(Against All Defendants and DOES 1 – 25)

1 48. Plaintiff incorporates herein by specific reference, as though fully set forth, the
2 allegations in all preceding paragraphs.

3 49. California Labor Code section 1198 and the applicable IWC Wage Order provide that
4 it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half
5 or two-times that person's regular rate of pay, depending on the number of hours worked by the person
6 on a daily and/or weekly basis.

7 50. Specifically, the applicable IWC Wage Order provides that Defendants were required
8 to pay Plaintiff and the other class members at the rate of time-and-one-half for all hours worked in
9 excess of eight (8) hours in a day, in excess of forty (40) hours in a workweek and/or the first eight
10 (8) hours worked on the seventh consecutive day in a workweek.

11 51. The applicable IWC Wage Order further provides that Defendants were required to pay
12 Plaintiff and the other class members overtime compensation at a rate of two (2) times their regular
13 rate of pay for all hours worked in excess of twelve (12) hours in a day and/or for all hours worked in
14 excess of eight (8) hours on the seventh consecutive day in a workweek.

15 52. California Labor Code section 510 codifies the right to overtime compensation at one-
16 and-one half times the regular hourly rate for hours worked in excess of eight (8) hours in a day, forty
17 (40) hours in a week, or for the first eight (8) hours worked on the seventh day of work, and to overtime
18 compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a day
19 or in excess of eight (8) hours in a day on the seventh day of work.

20 53. Plaintiff and the other class members regularly worked in excess of eight (8) hours in
21 a day, in excess of twelve (12) hours in a day, in excess of forty (40) hours in a week and/or seven (7)
22 consecutive days in a workweek. However, Defendants did not record Plaintiff and the other class
23 members' actual hours worked and intentionally and willfully failed to pay all overtime wages owed
24 to Plaintiff and the other class members. Defendants' failure to pay correct overtime wages included,
25 *inter alia*: (a) when the combined total of the off-the-clock work discussed *supra* and the on-the-clock
26 work exceed the number of hours that trigger the payment of overtime wages under California Labor
27 Code sections 510 and 1198 and/or the applicable IWC Wage Order; (b) when Defendants
28 intentionally, willfully, and/or negligently mischaracterized overtime as straight time; (c) when

Defendants assigned more work than could reasonably be completed in a workday or workweek to Plaintiff and class members, but refused to authorize the overtime necessary for them to complete the assigned work; and (d) when Defendants failed to include all required wages and remuneration when calculating setting the overtime rate.

54. Additionally, Defendants' employed policies, practices, and/or procedures including, but not limited to: (1) "Rounding down" or "shaving down" Plaintiff's and similarly situated employees' total daily hours at the time of their clock-ins and clock-outs, including clock-ins and clock-outs for meal breaks, to the nearest quarter of an hour, to the benefit of Defendants; (2) requiring Plaintiff and similarly situated employees to keep their employer-issued walkie-talkies on their person and to always monitor them during their shift resulting in Plaintiff and similarly situated employees remaining on duty during their off-the-clock meal breaks and after clocking-out for the end of their shift in order to take and respond to calls from Defendants; and (3) requiring Plaintiff and similarly situated employees who worked with hazardous materials to separately launder their uniforms off-the-clock without being paid for that time.

55. Defendants' failure to pay Plaintiff and the other class members as outlined above violates California Labor Code sections 510 and 1198 and the applicable IWC Wage Order and is therefore unlawful.

56. Pursuant to California Labor Code section 1194, Plaintiff and the other class members are entitled to recover their unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

THIRD CAUSE OF ACTION

VIOLATION OF LABOR CODE SECTIONS 226.7 AND 512

Meal Break Violations

(Against All Defendants and DOES 1 – 25)

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

58. California Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order govern Plaintiff and the other class members' employment by Defendants.

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

3 60. The applicable IWC Wage Order and California Labor Code section 512(a) provide
4 that an employer may not require, cause, or permit an employee to work for a period of more than five
5 (5) hours per day without providing the employee with a meal period of not less than thirty (30)
6 minutes, except that if the total work period per day of the employee is not more than six (6) hours,
7 the meal period may be waived by mutual consent of both the employer and the employee.

8 61. The applicable IWC Wage Order and California Labor Code section 512(a) further
9 provides that an employer may not require, cause, or permit an employee to work a work period of
10 more than ten (10) hours per day without providing the employee with a second uninterrupted meal
11 period of not less than thirty (30) minutes, except if the total hours worked is no more than twelve (12)
12 hours, the second meal period may be waived by mutual consent of the employer and the employee
13 only if the first meal period was not waived.

14 62. Plaintiff and the other class members who were scheduled to work for shifts no longer
15 than six (6) hours, and who did not waive their legally mandated meal periods by mutual consent, were
16 required to work for periods longer than five (5) hours without an uninterrupted meal period of not
17 less than thirty (30) minutes.

18 63. Plaintiff and the other class members who were scheduled to work for shifts in excess
19 of ten (10) hours but no longer than twelve (12) hours, and who did not waive their legally-mandated
20 meal periods by mutual consent, were required to work for periods longer than ten (10) hours without
21 an uninterrupted meal period of not less than thirty (30) minutes.

22 64. Defendants intentionally and willfully required Plaintiff and the other class members
23 to work during meal periods and failed to compensate Plaintiff and the other class members for work
24 performed during meal periods. This includes, among other things, requiring Plaintiff and class
25 members to work through their lunch breaks, work through their second lunch break after working ten
26 plus hour days, permitting and/or requiring Plaintiff and class members to take late lunch breaks,
27 permitting and/or requiring Plaintiff and class members to take short lunch breaks, interrupting and/or
28 allowing others to interrupt Plaintiff and class members during their lunch breaks, failing to relieve

1 Plaintiff and class members of all duties during their lunch breaks, and restricting Plaintiff and class
2 members from leaving the premises during their lunch breaks.

3 65. Further, because of Defendants' rounding policy, meal breaks were at times incorrectly
4 recorded as compliant, when in reality they were untimely and/or cut short.

5 66. Additionally, Defendants employed policies, practices, and/or procedures including,
6 but were not limited to: (1) "Rounding" or "shaving" Plaintiff's and similarly situated employees'
7 total daily hours at the time of their clock-ins and clock-outs, including clock-ins and clock-outs for
8 meal breaks, to the nearest quarter of an hour, to the benefit of Defendants; (2) requiring Plaintiff and
9 similarly situated employees to keep their employer-issued walkie-talkies on their person and to
10 always monitor them during their shift resulting in Plaintiff and similarly situated employees
11 remaining on duty during their off-the-clock meal breaks; and (3) failing to provide Plaintiff and
12 similarly situated employees a second uninterrupted duty-free meal period of no less than thirty (30)
13 minutes for each workday that Plaintiff and similarly situated employees work shifts over ten (10)
14 hours.

15 67. During the relevant time period, Defendants failed to pay Plaintiff and the other class
16 members all meal period premiums due pursuant to California Labor Code sections 226.7 and 512 and
17 the applicable IWC Wage Order.

18 68. Defendants' conduct therefore violates the applicable IWC Wage Order, and California
19 Labor Code sections 226.7 and 512(a).

20 69. Pursuant to the applicable IWC Wage Order and California Labor Code section
21 226.7(b), Plaintiff and the other class members are entitled to recover from Defendants one additional
22 hour of pay at their regular rate of compensation for each workday that a compliant meal
23 period was not provided.

24 **FOURTH CAUSE OF ACTION**

25 **VIOLATION OF LABOR CODE SECTION 226.7**

26 **Rest Break Violations**

27 **(Against All Defendants and DOES 1 – 25)**

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1 70. Plaintiff incorporates herein by specific reference, as though fully set forth, the
2 allegations in all preceding paragraphs.

3 71. California Labor Code section 226.7 and the applicable IWC Wage Order govern
4 Plaintiff and the other class members' employment by Defendants.

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

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

12 74. Defendants routinely required Plaintiff and the other class members to work three and
13 one-half (3 ½) or more hours without authorizing or permitting a compliant ten (10) minute rest period
14 per each four (4) hour period, or major fraction thereof, worked.

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

19 76. As a result, Plaintiff worked through rest periods, took late rest periods, took
20 interrupted rest periods, and/or took short rest periods, if at all.

21 77. Additionally, Defendants employed policies, practices, and/or procedures including,
22 but were not limited to: (1) requiring Plaintiff and similarly situated employees to remain on-duty
23 during their rest breaks because Plaintiff and similarly situated employees were required to keep their
24 employer-issued radio on them at all times during their shift to monitor and respond to calls from
25 Defendants; and (2) failing to provide Plaintiff and similarly situated employees a third uninterrupted
26 duty-free rest period of no less than ten (10) net minutes on each workday that Plaintiff and similarly
27 situated employees work shifts over ten (10) hours.

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78. Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiff and the other class members were entitled to recover from Defendants one (1) additional hour of pay at their regular hourly rate of compensation for each workday that compliant rest period(s) were not provided.

79. Defendants had no policy and/or practice to pay a premium when rest periods were missed, short, late, and/or interrupted, or otherwise failed to comply with California law, and thus Defendants failed to pay Plaintiff and the other class members the full rest period premium due to them in violation of California Labor Code section 226.7 and the applicable IWC Wage Orders.

80. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at their regular rate of compensation for each workday complaint rest period(s) were not provided.

FIFTH CAUSE OF ACTION

VIOLATION OF CALIFORNIA LABOR CODE §§ 204 AND 210

Failure to Timely Pay Wages During Employment

(Against All Defendants and DOES 1 – 25)

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

82. 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 26th day of the month during which the labor was performed.

83. California Labor Code section 204 provides 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.

84. California Labor Code section 204 provides 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.

85. As a result of the violations set forth in detail above (failure to pay overtime, failure to pay minimum wages, meal break violations and rest break violations), Defendants intentionally and willfully failed to timely pay Plaintiff and other class members all wages due to them, within the period permissible under California Labor Code section 204.

86. Plaintiff and other class members are entitled to recover all available remedies for Defendant's violations of California Labor Code section 204, including statutory penalties pursuant to Labor Code section 210(b).

SIXTH CAUSE OF ACTION

VIOLATION OF LABOR CODE SECTION 226(a)

Failure to Provide Accurate Wage Statements

(Against All Defendants and DOES 1 – 25)

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

88. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of its employees an accurate itemized wage statement in writing, including, but not limited to, the name and address of the legal entity that is the employer, total hours worked, and all applicable hourly rates.

89. As a result of the violations set forth in detail above (failure to pay overtime, failure to pay minimum wages, meal break violations and rest break violations), Defendants intentionally and willfully failed to provide Plaintiff and the other class members with complete and accurate wage statements. The deficiencies include, among other things, the failure to state all hours worked, the failure to state the actual gross wages earned, the failure to include meal and rest break premiums, and the failure to include correct rates of pay. Accordingly, Defendants violated California Labor Code 226(a).

90. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiff and the other class members have suffered injury and damage to their statutorily protected rights.

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1 91. Specifically, Plaintiff and the other class members have been injured by Defendants'
2 intentional violation of California Labor Code section 226(a) because they were denied both their legal
3 right to receive, and their protected interest in receiving, accurate, itemized wage statements under
4 California Labor Code section 226(a). In addition, because Defendants failed to provide the accurate
5 number of total hours worked on wage statements, Plaintiff and the other class members have been
6 prevented by Defendants from determining if all hours worked were paid and the extent of the
7 underpayment. Plaintiff had to file this lawsuit, and will further have to conduct discovery, reconstruct
8 time records, and perform computations in order to analyze whether in fact Plaintiff and the other class
9 members were paid correctly and the extent of the underpayment, thereby causing Plaintiff to incur
10 expenses and lost time. Plaintiff would not have had to engage in these efforts and incur these costs
11 had Defendants provided the accurate number of total hours worked. This has also delayed Plaintiff's
12 ability to demand and recover the underpayment of wages from Defendants.

13 92. Plaintiff and the other class members are entitled to recover from Defendants the
14 greater of their actual damages caused by Defendants' failure to comply with California Labor Code
15 section 226, or an aggregate penalty not exceeding four thousand dollars (\$4,000).

16 **SEVENTH CAUSE OF ACTION**

17 **VIOLATION OF LABOR CODE SECTIONS 201, 202, AND 203**

18 **Final Wages Not Timely Paid**

19 **(Against All Defendants and DOES 1 – 25)**

20 93. Plaintiff incorporates herein by specific reference, as though fully set forth, the
21 allegations in all preceding paragraphs.

22 94. Pursuant to California Labor Code sections 201, 202, and 203, Defendants are required
23 to timely pay all earned and unpaid wages to an employee who is discharged. California Labor Code
24 section 201 mandates that if an employer discharges an employee, the employee's wages accrued and
25 unpaid at the time of discharge are due and payable immediately. California Labor Code section 202
26 mandates that if an employee quits, his or her wages shall become due and payable not later than
27 seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of
28 his or her intention to quit, in which case the employee is entitled to his or her wages at the time of

1 quitting.

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

7 96. As a result of the violations set forth in detail above (failure to pay overtime, failure to
8 pay minimum wages, meal break violations, and rest break violations), at the time that Plaintiff and
9 the other class members' employment with Defendants ended, Defendants knowingly and willfully
10 failed to pay Plaintiff and the other class members all wages owed to them pursuant to California
11 Labor Code sections 201 and 202, including, without limitation, overtime wages, minimum wages,
12 meal period premium wages, and rest period premium wages, and all wages due to Plaintiff and class
13 members as they became due, as required per California Labor Code sections 204.

14 97. As a result, Plaintiff and the other class members are entitled to all available
15 statutory penalties, including the waiting time penalties provided in California Labor Code section
16 203, together with interest thereon, as well as other available remedies.

17 **EIGHTH CAUSE OF ACTION**

18 **VIOLATION OF LABOR CODE SECTIONS 2800 AND 2802**

19 **Failure to Reimburse Necessary Business Expenses**

20 **(Against All Defendants and DOES 1 – 25)**

21 98. Plaintiff incorporates herein by specific reference, as though fully set forth, the
22 allegations in all preceding paragraphs.

23 99. Pursuant to California Labor Code sections 2800 and 2802, an employer must
24 reimburse its employees for all necessary expenditures incurred by the employee in direct consequence
25 of the discharge of his or her job duties or in direct consequence of his or her job duties or in direct
26 consequence of his or her obedience to the directions of the employer.

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100. Plaintiff and the other class members incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants, including, but not limited to, the usage of personal cell phones for work-related purposes, being required to separately launder their uniforms off-the-clock without being reimbursed with the costs and/or wear and tear associated with such use, and the costs incurred to use or purchase tools and/or resources for their mandatory compliance with Defendants' policies, practices, and/or procedures.

101. Defendants intentionally and willfully failed to reimburse Plaintiff and the other class members for all necessary business-related expenses and costs. Plaintiff and the other class members are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of employment, plus interest accrued from the date on which Plaintiff and the other class members incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

NINTH CAUSE OF ACTION

VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200 *ET. SEQ.*

Unfair and Unlawful Business Practices

(Against All Defendants and DOES 1 – 25)

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

103. Each and every one of Defendants' acts and omissions in violation of the California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but not limited to Defendant's failure and refusal to pay overtime compensation, Defendant's failure and refusal to pay minimum wages, Defendants' failure and refusal to provide required meal periods and/or pay meal period premiums, Defendants' failure and refusal to provide required rest periods and/or pay the required rest break premiums, Defendants' failure to timely pay wages at the correct rate during employment, Defendants' failure and refusal to furnish accurate itemized wage statements, Defendants' failure and refusal to reimburse business-related expenses, and Defendants' failure to timely pay wages upon termination constitutes an unfair and unlawful business practice under California Business and Professions Code § 17200 *et seq.*

104. Defendants' violations of California wage and hour laws constitute an unfair and unlawful business practice because Defendants' aforementioned acts and omissions were done repeatedly over a significant period of time, and in a systematic manner, to the detriment of Plaintiff and the other class members.

105. Defendants have avoided payment of overtime wages, minimum wages, meal period premiums, rest period premiums, timely wages at the correct rate of pay, and other benefits as required by the California Labor Code, the California Code of Regulations, and the applicable IWC Wage Order. Further, Defendants have failed to record, report, and pay the correct sums of assessment to the state authorities under the California Labor Code and other applicable regulations.

106. As a result of Defendants' unfair and unlawful business practices, Defendants have reaped unfair and illegal profits during Plaintiff and the other class members' tenure at the expense of Plaintiff, the other class members, and members of the public. Defendants should be made to disgorge their ill-gotten gains and to restore them to Plaintiff and the other class members.

107. Defendants' unfair and unlawful business practices entitle Plaintiff and the other class members to seek preliminary and permanent injunctive relief, including but not limited to orders that Defendants account for, disgorge, and restore to Plaintiff and the other class members the wages and other compensation unlawfully withheld from them. Plaintiff and the other class members are entitled to restitution of all monies to be disgorged from Defendants in an amount according to proof at the time of trial.

TENTH CAUSE OF ACTION

VIOLATION OF CAL. LABOR CODE §§ 2698, *ET SEQ.*

California Private Attorneys General Act of 2004

(Against All Defendants)

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

109. Plaintiff brings this action on a representative basis on behalf of other aggrieved employees and the State of California, in Plaintiff's capacity as a private attorney general pursuant to the Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.*

110. PAGA expressly provides for a private right of action to recover civil penalties for violations of the California Labor Code as follows: “Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this 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 the procedures specified in Section 2699.3.” Cal. Lab. Code § 2699(a).

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

112. 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.

113. 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 510 and 1198 for failure to pay overtime wages, as set forth more fully above;
- b. Violation of California Labor Code sections 1194, 1197, and 1197.1 for failure to pay minimum wages, as set forth more fully above;
- c. Violation of California Labor Code sections 226.7 and 512(a) for failure to provide legally required meal periods, as set forth more fully above;
- d. Violation of California Labor Code sections 226.7 and 512(a) for failure to pay required meal period premiums, as set forth more fully above;
- e. Violation of California Labor Code section 226.7 for failure to provide legally required rest periods, as set forth more fully above;
- f. Violation of California Labor Code section 226.7 for failure to pay required rest period premiums, as set forth more fully above;

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- 1 g. Violation of California Labor Code section 204 for failure to timely pay wages to
2 Plaintiff and aggrieved employees during employment, as set forth more fully above;
- 3 h. Violation of California Labor Code sections 201, 202, and 203 for failure to pay all
4 wages at time of discharge from employment, as set forth more fully above;
- 5 i. Violation of California Labor Code section 226(a) for failure to provide accurate wage
6 statements to Plaintiff and aggrieved employees, as set forth more fully above;
- 7 j. Violation of California Labor Code section 1174(d) for failure to keep complete and
8 accurate payroll records relating to Plaintiff and aggrieved employees; and
- 9 k. Violation of California Labor Code sections 2800 and 2802 for failure to reimburse
10 Plaintiff and Aggrieved Employees for necessary business-related expenses and costs,
11 as set forth more fully above.

12 114. Pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3,
13 and 2699.5, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and
14 collection of civil penalties for Plaintiff, all aggrieved employees, and the State of California against
15 Defendants for violations of California Labor Code sections set forth herein, including penalties under
16 California Labor Code sections 2699, 558, 210, 1197.1, 226, 226.3, 1174.5, and 1197.1, penalties
17 under the applicable IWC Wage Order, and any and all additional penalties and remedies as provided
18 by the California Labor Code and/or other statutes.

19 115. Pursuant to California Labor Code section 2699(i), civil penalties recovered by
20 aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the LWDA for the
21 enforcement of labor laws and education of employers and employees about their rights and
22 responsibilities and twenty-five (25%) to the aggrieved employees.

23 116. Plaintiff retained counsel to file this court action, and to assess and collect the civil
24 penalties owed by Defendants. Plaintiff therefore seeks an award of reasonable attorneys' fees and
25 costs pursuant to California Labor Code sections 210, 218.5, and 2699(g)(1), and any other applicable
26 statute.

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1 **PRAYER FOR RELIEF**

2 Plaintiff, on behalf of all others similarly situated and aggrieved employees pursuant to PAGA,
3 prays for relief and judgment against Defendants, jointly and severally, as follows:

4 **Class Certification**

- 5 1. That this action be certified as a class action;
6 2. That Plaintiff be appointed as the representatives of the Class;
7 3. That counsel for Plaintiff be appointed as Class Counsel; and
8 4. That Defendants provide to Class Counsel immediately the names and most current/last
9 known contact information (address, e-mail, and telephone numbers) of all class members.

10 **As to the First Cause of Action**

- 11 5. That the Court declare, adjudge, and decree that Defendants violated California Labor
12 Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiff and the
13 other class members;
14 6. For general unpaid wages and such general and special damages as may be appropriate;
15 7. For statutory wage penalties pursuant to California Labor Code section 1197.1 for
16 Plaintiff and the other class members in the amount as may be established according to proof at trial;
17 8. For pre-judgment interest on any unpaid compensation from the date such amounts
18 were due;
19 9. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
20 Labor Code section 1194(a);
21 10. For liquidated damages pursuant to California Labor Code section 1194.2; and
22 11. For such other and further relief as the Court may deem just and proper.

23 **As to the Second Cause of Action**

- 24 12. That the Court declare, adjudge, and decree that Defendants violated California Labor
25 Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime
26 wages due to Plaintiff and the other class members;
27 13. For general unpaid wages at overtime wage rates and such general and special
28 damages as may be appropriate;

1 14. For pre-judgment interest on any unpaid overtime compensation commencing from
2 the date such amounts were due;

3 15. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
4 Labor Code section 1194; and

5 16. For such other and further relief as the Court may deem just and proper.

6 **As to the Third Cause of Action**

7 17. That the Court declare, adjudge, and decree that Defendants violated California Labor
8 Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal
9 periods (including second meal periods) to Plaintiff and the other class members;

10 18. That the Court make an award to Plaintiff and the other class members of one (1) hour
11 of pay at each employee's regular rate of compensation for each workday that a meal period was not
12 provided;

13 19. For all actual, consequential, and incidental losses and damages, according to proof;

14 20. For premium wages pursuant to California Labor Code section 226.7(c);

15 21. For pre-judgment interest on any unpaid wages from the date such amounts were due;

16 22. For reasonable attorneys' fees and costs of suit incurred herein; and

17 23. For such other and further relief as the Court may deem just and proper.

18 **As to the Fourth Cause Action**

19 24. That the Court declare, adjudge, and decree that Defendants violated California Labor
20 Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to
21 Plaintiff and the other class members;

22 25. That the Court make an award to Plaintiff and the other class members of one (1) hour
23 of pay at each employee's regular rate of compensation for each workday that a rest period was not
24 provided;

25 26. For all actual, consequential, and incidental losses and damages, according to proof;

26 27. For premium wages pursuant to California Labor Code section 226.7(c);

27 28. For pre-judgment interest on any unpaid wages from the date such amounts were due;
28 and

29. For such other and further relief as the Court may deem just and proper.

As to the Fifth Cause of Action

30. That the Court declare, adjudge, and decree that Defendants violated California Labor Code section 204 by willfully failing to pay all compensation owed at the time required by California Labor Code section 204 to Plaintiff and the Class;

31. For statutory penalties pursuant to California Labor Code section 210; and

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

As to the Sixth Cause of Action

33. That the Court declare, adjudge, and decree that Defendants violated the record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiff and the other class members, and willfully failed to provide accurate itemized wage statements thereto;

34. For actual, consequential, and incidental losses and damages, according to proof;

35. For statutory penalties pursuant to California Labor Code section 226(e);

36. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(g); and

37. For such other and further relief as the Court may deem just and proper.

As to the Seventh Cause of Action

38. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiff and the other class members no longer employed by Defendants;

39. For all actual, consequential, and incidental losses and damages, according to proof;

40. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiff and the other class members who have left Defendants' employ;

41. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

42. For such other and further relief as the Court may deem just and proper.

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As to the Eight Cause of Action

43. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the other class members for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

44. For actual, consequential, and incidental losses and damages, according to proof;

45. For the imposition of civil penalties and/or statutory penalties;

46. For punitive damages and/or exemplary damages according to proof at trial;

47. For reasonable attorneys' fees and costs of suit incurred herein; and

48. For such other and further relief as the Court may deem just and proper.

As to the Ninth Cause of Action

49. That the Court declare, adjudge, and decree that Defendants violated the following California Labor Code sections as to Plaintiff and the other class members: 510 and 1198 (by failing to pay overtime wages); 1194, 1197, and 1197.1 (by failing to pay minimum wages); 226.7 and 512(a) (by failing to provide meal and rest periods or compensation in lieu thereof); 204 (by failing to timely pay wages during employment); 226(a) (by failing to provide accurate wage statements); and 201, 202, and 203 (by failing to pay all wages owed upon termination); and 2800 and 2802 (by failing to reimburse business-related expenses);

50. For restitution of unpaid wages to Plaintiff and all the other class members and all pre-judgment interest from the day such amounts were due and payable;

51. For the appointment of a receiver to receive, manage, and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violation of California Business and Professions Code sections 17200, *et seq.*;

52. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5; and

53. For injunctive relief to ensure compliance with this section, pursuant to California Business and Professions Code sections 17200, *et seq.*

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As to the Eleventh Cause of Action

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

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

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

Dated: October 17, 2025

BLACKSTONE LAW, APC

By:



Miriam L. Schimmel, Esq.

Joana Fang, Esq.

Alexandra Rose, Esq.

Dated: October 17, 2025

LAVI & EBRAHIMIAN, LLP

By:

/s/ Alexander J. Aroeste

Joseph Lavi, Esq.

Vincent C. Granberry, Esq.

Malcolm E. Clayton, Esq.

Alexander J. Aroeste, Esq.

Attorneys for Plaintiff PETER J. GUTIERREZ, individually and on behalf of others similarly situated and aggrieved employees pursuant to the California Private Attorneys General Act

1 **DEMAND FOR JURY TRIAL**

2 Plaintiff hereby demands a jury trial with respect to all issues triable of right by jury.

3
4 Dated: October 17, 2025

BLACKSTONE LAW, APC

5
6 By:



Miriam L. Schimmel, Esq.

Joana Fang, Esq.

Alexandra Rose, Esq.

8 Dated: October 17, 2025

LAVI & EBRAHIMIAN, LLP

9
10 By:

/s/ Alexander J. Aroeste

Joseph Lavi, Esq.

Vincent C. Granberry, Esq.

Malcolm E. Clayton, Esq.

Alexander J. Aroeste, Esq.

13 Attorneys for Plaintiff PETER J. GUTIERREZ, individually and on
14 behalf of others similarly situated and aggrieved employees pursuant to
15 the California Private Attorneys General Act
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EXHIBIT A

September 8, 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: *Jaime Orantes v. Univar Solutions, Inc.*

Dear Representative:

This office represents Jaime Orantes (“Claimant”) with respect to their claims under the California Labor Code against Univar Solutions, Inc. (including any and all affiliates, subsidiaries, parents, directors, and officers thereof) (collectively referred to herein as “Employers”). This letter is being sent simultaneously to Employers by certified mail.

Employers employed Claimant from approximately May 1990 to present as a non-exempt, hourly-paid employee. During his employment with Employers, Claimant was employed as a Truck Driver at 20915 S. Wilmington Ave, Carson, CA 90810.

Claimant intends 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 section 2698, *et seq.* (“PAGA”). Claimant is seeking penalties on behalf of themselves 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(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and the Industrial Welfare Commission Wage Orders (“IWC Wage Orders”). The claims made on behalf of Claimant and Aggrieved Employees are based upon the following facts and theories:

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

Employers have 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 IWC Wage Orders require employers to pay at least the legal minimum wage to their employees. California Labor Code sections 510 and 1198 and IWC Wage Orders further require employers to pay no less than one and one-half times the regular rate of pay of the employee 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 the 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.

Employers regularly required Claimant and other Aggrieved Employees to perform work off-the-clock. This off-the-clock work included, amongst other things, requiring Claimant and other Aggrieved Employees to maintain and move trailers to their correct locations, after clocking out. Employers failed to compensate Claimant and other Aggrieved Employees for any of this off-the-clock work, in violation of California law. In addition, Employers utilized time rounding practices that resulted in the systematic underpayment of wages (including minimum wages, straight time wages and overtime wages) to Claimant and Aggrieved Employees.

Employers also failed to accurately record the actual time worked by Claimant and Aggrieved Employees. Moreover, the uncompensated work described herein was often performed when Claimant and other Aggrieved Employees had already worked eight (8) hours in a day and/or forty (40) hours in week resulting in a failure to pay overtime compensation. Finally, Employers 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 have 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 IWC Wage Orders 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 paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; and attorneys' fees and costs.

2. FAILURE TO PROVIDE MEAL PERIODS AND PAY MEAL PERIOD PREMIUMS

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). A second meal period of no less than thirty (30) minutes must be provided before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). When an employer fails to provide a meal or rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

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 periods, when provided, were oftentimes interrupted 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 its 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 the meal periods which were not provided to them in compliance with California law. Accordingly, Employers violated the applicable IWC Wage Orders and California Labor Code sections 226.7, 512(a) and 1198.

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant

to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558 and 1199; and attorneys' fees and costs.

3. FAILURE TO AUTHORIZE AND PERMIT REST PERIODS AND PAY REST PERIOD PREMIUMS

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

Employers failed to authorize and permit Claimant and other Aggrieved Employees to take legally-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 the rest periods which were not provided to them in compliance with

California law. Accordingly, Employers violated the applicable IWC Wage Orders 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 paragraph of the applicable IWC Wage Orders; Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

4. 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 have 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.

5. 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 herein, 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. The wage statements provided to Claimant and other Aggrieved Employees also failed to include the name of the legal

entity that employed Claimant and the Aggrieved Employees. 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.

6. 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 two 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 Orders 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 penalties paragraph of the applicable IWC Wage Orders; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

7. 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 IWC Wage Orders require 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 usage of personal cell phones for work-related purposes.

Accordingly, Employers violated the IWC Orders 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 penalties paragraph of the applicable IWC Wage Orders; and attorneys' fees and costs.

8. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION OF EMPLOYMENT

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), Aggrieved Employees were not paid all wages due to them within twenty-four (24) hours or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employers' practices of requiring Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, unlawful rounding practices, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employers failed to pay 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 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.

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

Finally, 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, on behalf of LWDA, to pursue civil penalties against Employer for any and all other Labor Code violations committed by Employer. 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, Employee, as an "aggrieved" employee affected by at least one Labor Code violation may, and hereby does, pursue penalties on behalf of LWDA for unrelated Labor Code violations by Employer.

Employers are in direct violation of numerous California wage and hour laws including but not limited to said sections stated above. We hereby provide notice under the California Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698, et seq., and specifically ask for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that we 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 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 time.

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

Miriam Schimmel

Miriam Schimmel, Esq.

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

Univar Solutions, Inc.
3075 Highland Parkway, Suite 200
Downers Grove, IL 60515

Univar Solutions, Inc.
ATTN: CSC - Lawyers Incorporating Service, Agent for Service of Process
2710 Gateway Oaks Drive #150
Sacramento, CA 95833

EXHIBIT B

November 1, 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: *Jaime Orantes v. Univar Solutions USA Inc. and Univar Solutions Inc.*
Amended PAGA Notice
Case Number: LWDA-CM-980569-23

Dear Representative:

On September 8, 2023, pursuant to the Private Attorneys General Act of 2004 (“PAGA”) (California Labor Code § 2699.3), our office provided notice to the Labor and Workforce Development Agency (LWDA) and Univar Solutions Inc. on behalf of Jaime Orantes (“Mr. Orantes”) that Mr. Orantes may allege a cause of action under PAGA in a civil action against Univar Solutions Inc. (including any and all affiliates, subsidiaries, parents, directors, and officers thereof). It has come to our office’s attention that one such affiliate of Univar Solutions Inc. is Univar Solutions USA Inc., which is also the employer’s name on Mr. Orantes’ pay records. As such, Mr. Orantes intends to add Univar Solutions USA Inc. as a named employer in this PAGA notice and collectively with Univar Solutions Inc., will be referred hereinafter as “Employers.”

As detailed below, Employers employed Claimant from approximately May 1990 to present as a non-exempt, hourly-paid employee. During his employment with Employers, Claimant was employed as a Truck Driver at 20915 S. Wilmington Ave, Carson, CA 90810.

Claimant intends 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 section 2698, *et seq.* (“PAGA”). Claimant is seeking penalties on behalf of himself 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.

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(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and the Industrial Welfare Commission Wage Orders ("IWC Wage Orders"). The claims made on behalf of Claimant and Aggrieved Employees are based upon the following facts and theories:

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

Employers have 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 IWC Wage Orders require employers to pay at least the legal minimum wage to their employees. California Labor Code sections 510 and 1198 and IWC Wage Orders further require employers to pay no less than one and one-half times the regular rate of pay of the employee 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 the 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.

Employers regularly required Claimant and other Aggrieved Employees to perform work off-the-clock. This off-the-clock work included, amongst other things, requiring Claimant and other Aggrieved Employees to maintain and move trailers to their correct locations, after clocking out. Employers failed to compensate Claimant and other Aggrieved Employees for any of this off-the-clock work, in violation of California law. In addition, Employers utilized time rounding practices that resulted in the systematic underpayment of wages (including minimum wages, straight time wages and overtime wages) to Claimant and Aggrieved Employees.

Employers also failed to accurately record the actual time worked by Claimant and Aggrieved Employees. Moreover, the uncompensated work described herein was often performed when Claimant and other Aggrieved Employees had already worked eight (8) hours in a day and/or forty (40) hours in week resulting in a failure to pay overtime compensation. Finally, Employers 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 have 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 IWC Wage

Orders 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 paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; and attorneys' fees and costs.

2. FAILURE TO PROVIDE MEAL PERIODS AND PAY MEAL PERIOD PREMIUMS

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). A second meal period of no less than thirty (30) minutes must be provided before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). When an employer fails to provide a meal or rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

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 periods, when provided, were oftentimes interrupted 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 its 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 the meal periods which were not provided to them in compliance with California law. Accordingly, Employers violated the applicable IWC Wage Orders and California Labor Code sections 226.7, 512(a) and 1198.

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

3. FAILURE TO AUTHORIZE AND PERMIT REST PERIODS AND PAY REST PERIOD PREMIUMS

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

Employers failed to authorize and permit Claimant and other Aggrieved Employees to take legally-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 the rest periods which were not provided to them in compliance with California law. Accordingly, Employers violated the applicable IWC Wage Orders 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 paragraph of the applicable IWC Wage Orders; Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

4. 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 have 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.

5. 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 herein, 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. The wage statements provided to Claimant and other Aggrieved Employees also failed to include the name of the legal entity that employed Claimant and the Aggrieved Employees. 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.

6. 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 two 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 Orders 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.

7. 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 IWC Wage Orders require 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 usage of personal cell phones for work-related purposes.

Accordingly, Employers violated the IWC Orders 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 penalties paragraph of the applicable IWC Wage Orders; and attorneys' fees and costs.

8. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION OF EMPLOYMENT

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), Aggrieved Employees were not paid all wages due to them within twenty-four (24) hours or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employers' practices of requiring Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, unlawful rounding practices, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employers failed to pay 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 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.

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

Finally, 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, on behalf of LWDA, to pursue civil penalties against Employer for any and all other Labor Code violations committed by Employer. 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, Employee, as an "aggrieved" employee affected by at least one Labor Code violation may, and hereby does, pursue penalties on behalf of LWDA for unrelated Labor Code violations by Employer.

Employers are in direct violation of numerous California wage and hour laws including but not limited to said sections stated above. We hereby provide notice under the California Labor

Code Private Attorneys General Act of 2004, California Labor Code Sections 2698, et seq., and specifically ask for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that we 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 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 time.

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

Miriam L. Schimmel

Miriam Schimmel, Esq.

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

Univar Solutions USA Inc.
Univar Solutions, Inc.
3075 Highland Parkway, Suite 200
Downers Grove, IL 60515

Univar Solutions USA Inc.
Univar Solutions, Inc.
ATTN: CSC - Lawyers Incorporating Service, Agent for Service of Process
2710 Gateway Oaks Drive #150
Sacramento, CA 95833

EXHIBIT C

LAW OFFICES OF
LAVI & EBRAHIMIAN, LLP
8889 W. OLYMPIC BLVD., SUITE 200
BEVERLY HILLS, CALIFORNIA 90211
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WWW.LELAWFIRM.COM

January 10, 2024

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION 2699.3**

To: California Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Suite 801
Oakland, California 94612
Via Online Submission Only

UNIVAR SOLUTIONS USA INC.

Registered Agent for Service of Process
c/o CSC- Lawyers Incorporating Service
2710 Gateway Oaks Drive., Suite 150N
Sacramento, CA 95833

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UNIVAR SOLUTIONS USA INC.

Attn: Legal Department
200 Lincoln Centre Drive
Foster City, CA 94404

Certified No.: 7022 3330 0002 1393 4109

From: PETER J. GUTIERREZ, on behalf of himself and all other current and former aggrieved California-based hourly non-exempt employees of UNIVAR SOLUTIONS USA INC.

c/o Joseph Lavi, Esq.
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Our firm has been retained by aggrieved employee PETER J. GUTIERREZ concerning a representative action pursuant to the Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.* ("PAGA") against his employers, UNIVAR SOLUTIONS USA INC.

We are filing this written notice with the Labor and Workforce Development Agency ("LWDA") pursuant to the provisions of the California Labor Code Sections 2699, 2699.3, and

2698, *et seq.* The purpose of this letter is to inquire whether LWDA intends to investigate and seek civil penalties associated with my client's allegations of violations of the Labor Code by his Employer. In addition to submitting this letter and the \$75.00 filing fee via the online PAGA filing system, I am causing a copy of this letter to be mailed to the Department of Industrial Relations – Accounting Unit.

FACTUAL STATEMENT AND THEORIES OF LABOR CODE VIOLATIONS

Aggrieved employee PETER J. GUTIERREZ (“Employee”) was employed by UNIVAR SOLUTIONS USA INC. (“Defendants” or “Employers”) as an hourly non-exempt employee from in or around October 2018, until on or about October 25, 2023.

1. Failure to Pay the Minimum Wage Rate of Pay for All Hours Worked

Employee alleges that during his employment, Employer failed to pay him and other current and former aggrieved California-based hourly non-exempt employees with compensation at the minimum wage rate of pay for all the hours that they worked in violation of Labor Code sections 1194 and 1197. Labor Code section 1197 provides, “The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.” Labor Code section 1194 states, “...any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.”

Employee alleges that during his employment, Employer failed to pay him and other current and former aggrieved California-based hourly non-exempt employees all wages at the applicable minimum wage for all hours worked due to Employer’s policies, practices, and/or procedures including, but not limited to:

- “Rounding down” or “shaving down” Employee and other current and former aggrieved California-based hourly non-exempt employees total daily hours at the time of their clock-ins and clock-outs, including clock-ins and clock-outs for meal breaks, to the nearest quarter of an hour, to the benefit of Employer; and
- Requiring Employee and other current and former aggrieved California-based hourly non-exempt employees to keep their employer-issued walkie-talkies on their person and to always monitor them during their shift resulting in Employee and other current and former aggrieved California-based hourly non-exempt employees remaining on duty during their off-the-clock meal breaks and after clocking-out for the end of their shift in order to take and respond to calls from Employer; and
- Requiring Employee and other current and former aggrieved California-based hourly non-exempt employees who worked with hazardous materials to separately launder their uniforms off-the-clock without being paid for that time.

Employee and other current and former aggrieved California-based hourly non-exempt employees were not paid for this time resulting in Employer's failure to pay minimum wage for all the hours Employee and other current and former aggrieved California-based hourly non-exempt employees worked.

Employer's aforementioned policies, practices, and/or procedures resulted in time each day in which Employee and other current and former aggrieved California-based hourly non-exempt employees were subject to the control of Employer without being compensated for that time.

Based on these violations, Employee intends to seek civil penalties pursuant to the Private Attorneys General Act ("PAGA"), California Labor Code sections 2698, *et seq.*, and Labor Code section 1197.1, subdivisions (a)(1)-(2), on behalf of the Labor and Workforce Development Agency ("LWDA") against Employer if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employer's failure to pay wages at a minimum wage rate for all hours worked, Employee will also seek statutory penalties under Labor Code section 226(a)(1) because the failure to pay such minimum wages for all hours worked rendered Employee's and other current and former aggrieved California-based hourly non-exempt employees' pay calculations inaccurate and in violation of Labor Code section 226(e)(2)(B)(i).

2. *Failure to Pay Overtime Wages for Overtime Hours Work*

Employee alleges that during his employment, Employer failed to pay him and other current and former aggrieved California-based hourly non-exempt employees for the overtime hours that they worked at their overtime rate of pay.

Labor Code section 510, subdivision (a), states in relevant part:

"Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee."

Further, Labor Code section 1198 provides,

The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

Labor Code section 1194 provides, “...any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.”

Employee alleges that during his employment, Employer failed to pay him and other current and former aggrieved California-based hourly non-exempt employees overtime wages for overtime hours worked due to Employer’s policies, practices, and/or procedures including, but not limited to:

- “Rounding down” or “shaving down” Employee and other current and former aggrieved California-based hourly non-exempt employees total daily hours at the time of their clock-ins and clock-outs, including clock-ins and clock-outs for meal breaks, to the nearest quarter of an hour, to the benefit of Employer; and
- Requiring Employee and other current and former aggrieved California-based hourly non-exempt employees to keep their employer-issued walkie-talkies on their person and to always monitor them during their shift resulting in Employee and other current and former aggrieved California-based hourly non-exempt employees remaining on duty during their off-the-clock meal breaks and after clocking-out for the end of their shift in order to take and respond to calls from Employer; and
- Requiring Employee and other current and former aggrieved California-based hourly non-exempt employees who worked with hazardous materials to separately launder their uniforms off-the-clock without being paid for that time.

Employee and other current and former aggrieved California-based hourly non-exempt employees were not paid for this time resulting in Employers’ failure to pay minimum wage for all the hours Employee and other current and former aggrieved California-based hourly non-exempt employees worked.

Employer’s aforementioned policies, practices, and/or procedures resulted in time each day in which Employee and other current and former aggrieved California-based hourly non-exempt employees were subject to the control of Employer without being compensated for that time. To the extent that the foregoing unpaid time resulted from Employee and other current and former aggrieved California-based hourly non-exempt employees being subject to the control of Employer when they worked more than eight (8) hours in a workday, more than forty (40) hours in a workweek, and/or seven days in a workweek, Employer failed to pay them at their overtime rate of pay for all the overtime hours they worked.

Employer’s foregoing policies, practices, and/or procedures resulted in Employer failing to pay Employee and other current and former aggrieved California-based hourly non-exempt employees at their overtime rate of pay for all overtime hours worked, in violation of Labor Code sections 510, 1194, 1198, and the Wage Order.

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, and 558, subdivisions (a)(1)-(2) on behalf of LWDA against Employer if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employer's failure to pay overtime wages for overtime hours worked, Employee will seek statutory penalties under Labor Code 226(a)(1) because the failure to pay such overtime wages rendered Employee's and other current and former aggrieved, California-based, hourly non-exempt employees' pay calculations inaccurate and in violation of Labor Code section 226(e)(2)(B)(i).

3. Failure to Authorize or Permit Meal Periods in Violation of Labor Code Sections 512 and 226.7 and/or Failure to Pay Meal Period Premiums

Employee alleges that during his employment, Employer failed to authorize or permit all legally required and compliant meal periods and/or pay meal period premiums. California law requires an employer to provide an employee an uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of all duties and the employer relinquishes control over the employee's activities prior to the employee's sixth hour of work. Labor Code §§226.7, 512; Wage Order 4, §11; *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh hour of work. *Id.* If the employer requires the employee to remain at the work site or facility during the meal period, the meal period must be paid. This is true even where the employee is relieved of all work duties during the meal period. *Bono Enterprises, Inc. v. Bradshaw* (1995) 32 Cal.App.4th 968. If an employer fails to provide an employee a meal period in accordance with the law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday that a legally required and compliant meal period was not provided. Labor Code §226.7; Wage Order 4, §11.

Employee alleges that Employer failed to authorize or permit him and other current and former aggrieved California-based hourly non-exempt employees to take all legally required and compliant meal periods due to Employer's policies, practices, and/or procedures including, but not limited to, the following:

- "Rounding" or "shaving" Employee and other current and former aggrieved California-based hourly non-exempt employees total daily hours at the time of their clock-ins and clock-outs, including clock-ins and clock-outs for meal breaks, to the nearest quarter of an hour, to the benefit of Employer; and
- Requiring Employee and other current and former aggrieved California-based hourly non-exempt employees to keep their employer-issued walkie-talkies on their person and to always monitor them during their shift resulting in Employee and other current and former aggrieved California-based hourly non-exempt employees remaining on duty during their off-the-clock meal breaks; and

- Failing to provide Employee and other current and former aggrieved California-based hourly non-exempt employees a second uninterrupted duty-free meal period of no less than thirty (30) minutes for each workday that Employee and other current and former aggrieved California-based hourly non-exempt employees work shifts over ten (10) hours.

Additionally, Employee alleges that Employer maintained a policy, practice, and/or procedure whereby they failed to pay Employee and other current and former aggrieved California-based hourly non-exempt employees a meal period premium wage of one (1) additional hour of pay at their regular rate of compensation for each workday that they did not receive all legally required and compliant meal periods, in violation of Labor Code section 226.7 and Wage Order 4 at § 11.

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, on behalf of LWDA against Employer if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employer's failure to authorize or permit all legally required and compliant meal periods and/or failure to pay meal period premium wages, Employee will seek statutory penalties under Labor Code section 226(a)(1) because the failure to pay meal period premiums and/or pay meal period premiums rendered Employee's and other current and former aggrieved California-based hourly non-exempt employees' pay calculations inaccurate and in violation of Labor Code section 226(e)(2)(B)(i).

4. Failure to Authorize or Permit Rest Periods in Violation of Labor Code Section 226.7 and/or Failure to Pay Rest Period Premiums

Employee alleges that during his employment, Employer failed to authorize or permit all legally required and compliant rest periods and/or failed to pay rest period premiums. California law requires that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof..." Wage Order 4, § 12. "Employees are entitled to 10 minutes' rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on." *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code §226.7. Additionally, the rest period requirement "obligates Employer to permit – and authorizes employees to take – off-duty rest periods." *Augustus v. ABM Security Services, Inc.* (2016) 5 Cal.5th 257, 269. That is, during rest periods an employer must relieve employees of all duties and relinquish control over how employees spend their time. *Id.* If the employer fails to authorize or permit a required rest period, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday the employer did not authorize or permit a legally required rest period. Labor Code section 226.7; Wage Order 4 at § 12.

Employee alleges that Employer failed to authorize or permit him and other current and former aggrieved California-based hourly non-exempt employees to take all legally required and compliant rest periods due to Employer's policies, practices, and/or procedures including, but not limited to, the following:

- Requiring Employee and other current and former aggrieved California-based hourly non-exempt employees to remain on-duty during their rest breaks because Employee and other current and former aggrieved California-based hourly non-exempt employees were required to keep their employer-issued radio on them at all times during their shift to monitor and respond to calls from Employer; and
- Failing to provide Employee and other current and former aggrieved California-based hourly non-exempt employees a third uninterrupted duty-free rest period of no less than ten (10) net minutes on each workday that Employee and other current and former aggrieved California-based hourly non-exempt employees work shifts over ten (10) hours.

Additionally, Employee alleges that Employer maintained a policy, practice, and/or procedure whereby they failed to pay Employee and other current and former aggrieved California-based hourly non-exempt employees a rest period premium wage of one (1) additional hour of pay at their regular rate of compensation for each workday that they did not receive all legally required and compliant rest periods, in violation of Labor Code section 226.7 and Wage Order 4 at § 12.

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, on behalf of LWDA against Employer if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employer's failure to authorize or permit all legally required and compliant rest periods and/or failure to pay rest period premium wages, Employee will seek statutory penalties under Labor Code section 226(a)(1) because the failure to pay rest period premiums and/or pay rest period premiums rendered Employee's and other current and former aggrieved California-based hourly non-exempt employees' pay calculations inaccurate and in violation of Labor Code section 226(e)(2)(B)(i).

5. *Failure to Indemnify Employees for Employment-Related Expenditures in Violation of Labor Code Section 2802*

Employees allege that during their employment, Employers failed to indemnify them and other current and former California-based employees for all necessary expenditures or losses incurred by them in the discharge of their duties. Labor Code section 2802(a) states, "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..."

Employees allege that during their employment, Employers failed to indemnify them and other current and former California-based employees for all necessary expenditures or losses incurred by them in the discharge of their duties due to Employers' policies, practices, and/or procedures including, but not limited to, the following:

- Requiring Employee and other current and former aggrieved California-based hourly non-exempt employees to separately launder their uniforms off-the-clock without being reimbursed with the costs and/or wear and tear associated with such use.

Employers' aforementioned policies, practices, and/or procedures resulted in Employees and other current and former aggrieved California-based employees not receiving indemnification for employment-related expenditures, in violation of Labor Code 2802.

Based on this violation, Employees will seek both restitution for themselves and other current and former aggrieved California-based employees for Employers' violations of Labor Code section 2802 and will seek civil penalties under PAGA, Labor Code sections 2698, *et seq.*, on behalf of the LWDA against Employers if authorized to file a representative action on behalf of the State of California.

6. *Failure to Timely Pay Earned Wages During Employment in Violation of Labor Code Section 204*

Employee alleges that during his employment, Employer failed to timely pay Employee's and other current and former aggrieved California-based hourly non-exempt employees' earned wages. In California, wages must be paid at least twice during each calendar month on days designated in advance by the employer as regular paydays, subject to some exceptions. Labor Code §204(a). Wages earned between the 1st and 15th days, inclusive, of any calendar month must be paid between the 16th and the 26th day of that month and wages earned between the 16th and the last day, inclusive, of any calendar month must be paid between the 1st and 10th day of the following month. *Id.* Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be paid within seven (7) calendar days following the close of the payroll period in which wages were earned. Labor Code §204(d).

As a derivative of Employee's claims above, Employee alleges that Employer failed to timely pay him and other current and former aggrieved California-based hourly non-exempt employees' earned wages (including minimum wages, overtime wages, , meal period premium wages, and/or rest period premium wages), in violation of Labor Code section 204. Employer's aforementioned policies, practices, and/or procedures resulted in Employer failing to pay Employee and other current and former aggrieved California-based hourly non-exempt employees their earned wages within the applicable time frames outlined in Labor Code 204.

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, on behalf of LWDA against Employer if authorized to file a representative action on behalf of the State of California.

7. *Failure to Provide Accurate Wage Statements*

Labor Code section 226(a) states that "[a]n employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee...an accurate itemized statement in writing showing (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,

(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....”

Employee alleges that as a derivative of Employee’s claims above, Employer failed to provide accurate wage and hour statements to Employee and other current and former aggrieved California-based hourly non-exempt employees who were subject to Employer’s control for uncompensated time and who did not receive all their earned wages (including minimum wages, overtime wages, meal period premium wages, and/or rest period premium wages), in violation of Labor Code section 226.

Based on these violations, Employee will seek civil penalties under Labor Code section 226.3, and PAGA, Labor Code sections 2698, *et seq.*, on behalf of LWDA, against Employer if authorized to file a representative action on behalf of the State of California.

8. Failure to Timely Pay Final Wages

Labor Code section 201(a) states that “[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.” Labor Code section 202(a) continues, “[i]f an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter....” Finally, Labor Code section 203(a) provides, “[i]f an employer willfully fails to pay...any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days....”

As a result of the aforementioned violations of the Labor Code, Employee alleges that he was not paid his final wages in a timely manner as required by Labor Code section 203. Earned wages (including minimum wages, overtime wages, meal period premium wages, and/or rest period premium wages) (all described above), were not paid at the time of Employee’s separation of employment. Employee is informed and believes and thereon alleges that former aggrieved California-based hourly non-exempt employees who separated from Employer, whether voluntarily or involuntarily, were not paid all wages due in a timely manner, as required by Labor Code sections 201, 202, and 203.

Based on these violations, Employee will seek civil penalties under PAGA, Labor Code sections 2698, *et seq.*, on behalf of LWDA, against Employer if authorized to file a representative action on behalf of the State of California.

9. Employer’s Other Violations of the California Labor Code

Finally, pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 25 Cal.App.5th 745 (“*Huff*”), as an aggrieved employee, Employee has standing, and intends, on behalf of LWDA, to pursue civil penalties against Employer for any and all other Labor Code violations committed by Employer. 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 the employer for

all other alleged Labor Code violations, even those suffered by other employees of the same employer. According to the *Huff* decision, Employee, as an “aggrieved” employee affected by at least one Labor Code violation may, and hereby does, pursue penalties on behalf of LWDA for unrelated Labor Code violations by Employer.

CONCLUSION

Our client intends to file a representative action pursuant to PAGA concerning his wage claims as warranted by Employer’s violations of Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197, 2802 and the IWC Wage Orders. This letter is being sent to you as an inquiry into whether LWDA wishes to investigate my client's claims for civil penalties associated with Employer’s violations of the Labor Code, as alleged herein. Thank you for your assistance and cooperation in this matter. If you have any questions or concerns, please contact me at the above-listed information.

Very truly yours,
LAVI & EBRAHIMIAN, LLP



Vincent C. Granberry, Esq.

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I, Karina Hernandez, certify and declare as follows:

I am over eighteen years of age and not a party to the within action; my business address is 8383 Wilshire Blvd, Suite 745, Beverly Hills, California 90211. On October 17, 2025, I served a copy of the following document(s):

• **FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT**

On the interested parties as follows:

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**Attorneys for Plaintiff PETER J.
GUTIERREZ**

☒ **BY ELECTRONIC MAIL (E-MAIL):** I caused said document(s) to be delivered electronically to be delivered to the above referenced addressee(s) via email from email address khernandez@blackstonepc.com pursuant to California Code of Civil Procedure section 1010.6(e)(1). I did not receive any electronic message or other indication that the transmission was unsuccessful.

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☒ **BY ELECTRONIC SERVICE (CASE ANYWHERE):** I caused said document(s) to be sent to the addressee(s) listed above via Case Anywhere. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☒ **STATE:** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on October 17, 2025 at Beverly Hills, California.

/s/ Karina Hernandez
Karina Hernandez