



SENT BY ELECTRONIC SUBMISSION, CERTIFIED MAIL, AND EMAIL

April 19, 2024

Attn: PAGA Administrator
Labor and Workforce Development Agency
Attn: PAGA Administrator
<http://dir.tflaforms.net>
Via Electronic Submission

Re: Gurdip Ladher / LDT Transport Inc

To Whom It May Concern:

Pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.*, Gurdip Ladher (hereafter “Ladher” or “Complainant”) provides notice that LDT Transport Inc, and related entities (collectively “LDT” or “the Employers”) violated his rights and those of all other individuals the LTD Employers have employed or otherwise contracted with in California as non-exempt, hourly employees, including, but not limited to truck drivers, individuals performing work comparable to the aforementioned, and individuals in similar positions (hereafter the “Aggrieved Employees”) under Labor Code sections 202, 201, 203, 204, 226, 1194, 1197, 1198, 2802, and related Labor Code provisions. On behalf of himself and all other Aggrieved Employees, Ladher hereby provides this notice to the Labor & Workforce Development Agency and the LTD Employers and their agents and representatives.

At all relevant times, the LTD Employers have employed persons, conducted business, and engaged in illegal payroll practices and policies, throughout California. Ladher and all of the other Aggrieved Employees are “employees” within the meaning of Industrial Welfare Commission Order No. 9-2001 (hereafter “the Wage Order”) section 2, subdivision (F) and “Aggrieved Employees” within the meaning of Labor Code section 2699(c).

Statement of Facts

On approximately May 16, 2023, the LTD Employers began to employ Ladher in Sacramento in the position of hourly, non-exempt truck driver. The LTD Employers continuously employed him in that capacity until on or about September 6, 2023 when his employment ended.

At all relevant times, the Employers issued wages to Ladher and all of the other Aggrieved Employees on a weekly (52 paychecks/year) basis and paid them by the hour. At all relevant times, the LTD Employers classified Ladher and all of the other Aggrieved Employees as non-exempt employees entitled to the protections of the Labor Code and the Wage Order.

The LTD Employers failed to compensate Ladher and all of the other Aggrieved Employees for all hours worked at the applicable minimum or regular rates of pay. LTD required Ladher and the other Aggrieved Employees to work off the clock and during their off days. LTD required Ladher and the other Aggrieved Employees to respond to communications from dispatch and their managers during their off days without compensation. Consequently, LTD failed to compensate Ladher and all of the other Aggrieved Employees at the correct rates of pay for all hours worked.

At all relevant times, the LTD Employers required Ladher and all of the other Aggrieved Employees to incur certain business expenses in the course of performing their duties. The LTD Employers required Ladher and all of the other Aggrieved Employees to supply mobile phones, and related items to perform their job duties. However, the LTD Employers did not provide these items and did not reimburse Ladher and the other Aggrieved Employees for these items. Ladher and the other Aggrieved Employees used their personal cellphones to communicate with dispatch regarding their work assignments.

At all relevant times, the Employers failed to issue to Ladher and all of the other Aggrieved Employees complete and accurate wage statements that state all hours worked at the correct rates of pay, and all wages earned. The LTD Employers knowingly and intentionally failed to state on the wage statements they issued to Ladher and all of the other Aggrieved Employees the unpaid wages discussed above. The wage statements fail to state all minimum wages earned, all regular wages earned, all hours worked at each rate of pay, and other required information. More importantly, LTD

failed to state the hours worked on the wage statements it issued to Ladher and the other Aggrieved Employees.

For the reasons stated herein, Ladher alleges the following violations of the Labor Code and the Wage Order on behalf of himself and all of the other Aggrieved Employees:

- (a) The LDT Employers failed to pay Ladher and all of the other Aggrieved Employees all wages earned for all hours worked at the correct rates of pay, including minimum and regular wages;
- (b) The LDT Employers failed to indemnify Ladher and all of the other Aggrieved Employees for all necessary business expenditures incurred during the discharge of their duties;
- (c) The LDT Employers knowingly and intentionally failed to provide Ladher and all of the other Aggrieved Employees with accurate and complete wage statements; and
- (d) The LDT Employers willfully failed to timely pay Ladher and all of the other Aggrieved Employees all earned and unpaid wages during their employment with the LTD Employers and when their employment ended.

Accordingly, Ladher now seeks civil penalties on behalf of himself and all of the other Aggrieved Employees based on the Employers' alleged violations of the Labor Code and the Wage Order.

The Wage Order

The Wage Order applies to "all persons employed in the transportation industry whether paid on a time, piece rate, commission, or other basis." Wage Order, § 1. The Wage Order defines "Transportation Industry" to mean, "any industry, business, or establishment operated for the purpose of conveying persons or property from one place to another whether by rail, highway, air, or water, and all operations and services in connection therewith; and also includes storing or warehousing of goods or property, and the repairing, parking, rental, maintenance, or cleaning of vehicles." Wage Order, § 2(P). At all relevant times during the applicable limitations period, the Employers,

Ladher, and all of the Aggrieved Employees were covered by the Wage Order because the LTD Employers provided transportation services to their customers and Ladher, and other Aggrieved Employees worked as truck drivers. Accordingly, Ladher and all of the other Aggrieved Employees are entitled to the protections the Wage Order provides.

**Failure To Pay Wages For All Hours Worked At The Correct
Rates of Pay**
(Lab. Code §§ 1194, 1197, and 1198)

Under Labor Code section 1197, “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.”

In relevant part, section 2(H) of the Wage Order states,

“Hours worked” means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so[.]

In relevant part, Labor Code section 1194 states:

- (a) Notwithstanding any agreement to work for a lesser wage, 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.

In relevant part, Labor Code section 510 states:

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.

Labor Code § 1198 prohibits employers from employing their employees under conditions prohibited by the Wage Order.

In conjunction, these provisions of the Labor Code require employers to pay employees no less than their agreed-upon or statutorily mandated wage rates for all hours worked, including hours spent working “off-the-clock” (before punching in or after punching out on a time clock) when the employer knew or reasonably should have known that employees were working during those hours. *Morillion v. Royal Packing Co.* (2000) 22 Cal.4th 575, 585.

LDT required Ladher and the other Aggrieved Employees to work off the clock and during their off days. LDT required Ladher and the other Aggrieved Employees to respond to communications from dispatch and their managers during their off days.

At all relevant times during the applicable limitations period, the Employers failed to compensate Ladher and all of the other Aggrieved Employees for all hours worked, including, but not limited to minimum and regular wages for all hours they worked at the correct rates of pay. Accordingly, Ladher now seeks civil penalties on behalf of himself and all of the other Aggrieved Employees as follows:

1. \$100 for each aggrieved employee for each initial violation of Labor Code § 1194, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code § 2699(f)(2));
2. \$100 for each underpaid aggrieved employee for each initial violation of Labor Code § 1197, and \$250 for each underpaid aggrieved employee for each subsequent violation per pay period (regardless of whether the initial violations were intentionally committed), in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203 (penalties set by Labor Code § 1197.1) and

3. \$100 for each aggrieved employee for each initial violation of Labor Code § 1198, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code § 2699(f)(2)).

Failure to Reimburse for Expenses
(Lab. Code §§ 1198 and 2802)

In pertinent part, Labor Code § 2802(a) states, “An employer shall indemnify his or her employee[s] for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her duties.”

Additionally, the Wage Order states,

- (A) When uniforms are required by the employer to be worn by the employee as a condition of employment, such uniforms shall be provided and maintained by the employer.

...

- (B) When tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft.

Wage Order, §§ 9(A) and (B).

Labor Code Section 1198 prohibits an employer from employing any person under conditions that violate the Wage Order.

As described above, the LTD Employers required Ladher and all of the other Aggrieved Employees to incur certain business expenses in the course of performing their duties. The LTD Employers required Ladher and all of the other Aggrieved Employees to supply mobile phones, and related items to perform their job duties. However, the LTD Employers did not provide these items and did not reimburse Ladher and the other Aggrieved Employees for these items. Ladher and the other Aggrieved Employees used

their personal cellphone to communicate with dispatch regarding their work assignments. Accordingly, Ladher seeks civil penalties for these Labor Code violations that the LTD Employers have committed against him and all of the other Aggrieved Employees as follows:

1. \$100 for each aggrieved employee for each initial violation of Labor Code section 2802, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)); and
2. \$100 for each aggrieved employee for each initial violation of Labor Code section 1198, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)).

Failure to Provide Accurate Wage Statements
(Lab. Code § 226)

Labor Code section 226(a) requires an employer to provide an employee, either semi-monthly or at the time of each wage payment, with an accurate and itemized written wage statement that shows:

1. Gross wages earned;
2. Total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission;
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 his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number or an employee identification number other than a social security number may be shown on the itemized statement;
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.

At all relevant times during the applicable limitations period, the LTD Employers violated Labor Code section 226 because they did not properly, completely, and accurately itemize each Aggrieved Employee's gross wages earned, net wages earned, the total hours worked, the corresponding number of hours worked at each rate by the Aggrieved Employee and other requirements of Labor Code section 226. The LTD Employers failed to state in the wage statements they issued to Ladher and all of the other Aggrieved Employees all their hours worked and wages earned, including, but not limited to, regular wages for work they performed off-the-clock after clocking-out (as described above). The LTD Employers knowingly and intentionally failed to state on the wage statements they issued to Ladher and all of the other Aggrieved Employees the earned but unpaid wages described above. The wage statements do not state all minimum wages earned, all regular wages earned, all hours worked at each rate of pay, and other required information. More importantly, LTD failed to state the hours worked on the wage statements it issued to Ladher and the other Aggrieved Employees. Accordingly, Ladher seeks civil penalties for the Labor Code violations that the LTD Employers have committed against him and all of the other Aggrieved Employees as follows: \$250 for each aggrieved employee for each initial violation of Labor Code section 226(a), and \$1,000 for each aggrieved employee for each subsequent violation (penalties set by Labor Code section 226.3).

Failure to Timely Pay Wages During Employment
(Lab. Code § 204)

Labor Code section 204 states all wages (other than those mentioned in Labor Code sections 201 and 202) earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as

the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. In addition, all wages for work performed in excess of the normal work period must be paid by no later than the following regular payday.

The LDT Employers failed to compensate Ladher and all the other Aggrieved Employees for wages earned, including minimum wages, regular wages, and related compensation, at the intervals stated above. As a result, the LTD Employers failed to timely pay all earned wages due during employment within the time periods set by Labor Code section 204. Accordingly, Ladher now seeks civil penalties for the Labor Code violations that the LTD Employers have committed against him and all of the other Aggrieved Employees as follows: \$100 for each aggrieved employee for each initial violation of Labor Code section 204, and \$200 for each aggrieved employee for each subsequent violation, plus 25% of the amount unlawfully withheld from each aggrieved employee (penalties set by Labor Code section 210).

Failure to Timely Pay Wages Upon Termination of Employment
(Lab. Code §§ 201-203)

Under Labor Code § 2019, if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. Under § 202, if 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, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Notwithstanding any other provision of law, an employee who quits without providing a 72-hour notice shall be entitled to receive payment by mail if he or she so requests and designates a mailing address. *Id.* The date of the mailing shall constitute the date of payment for purposes of the requirement to provide payment within 72 hours of the notice of quitting. *Id.*

Under Labor Code § 203, if an employer willfully fails to pay without abatement or reduction, in accordance with §§ 201 and 202, the 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.

The LDT Employers failed to pay Ladher and all of the other Aggrieved Employees whose employment ended all of the earned but unpaid wages described above by the conclusion of their employment with Ladher, including minimum wages, regular wages, and related compensation. By failing to pay Ladher and all of the other Aggrieved Employees as set forth above at the end of employment, the LTD Employers are liable for violations of Labor Code §§ 201, 202, and 203. Accordingly, on behalf of himself and all of the other Aggrieved Employees, Ladher seeks civil penalties from the LTD Employers as follows:

1. For violations of Labor Code § 201, \$100 per aggrieved employee for each of the pay periods in which initial violations of § 201 occurred, and \$200 per aggrieved employee per pay period in which subsequent violations of § 201 occurred (penalties set by Labor Code § 2699(f)(2));
2. For violations of Labor Code § 202, \$100 per aggrieved employee for each of the pay periods in which initial violations of § 202 occurred, and \$200 per aggrieved employee per pay period in which subsequent violations of § 202 occurred (penalties set by Labor Code § 2699(f)(2)); and
3. For violations of Labor Code § 203, \$100 per aggrieved employee for each of the pay periods in which initial violations of § 203 occurred, and \$200 for per aggrieved employee per pay period in which subsequent violations of § 203 occurred (penalties set by Labor Code § 2699(f)(2)).

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LWDA / the LDT Employers
Re: Gurdip Ladher
April 19, 2024
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Conclusion

As noted above, this letter constitutes the required notice under the Labor Code Private Attorneys General Act of 2004. Please be advised that Gurdip Ladher will seek both reasonable attorneys' fees and costs under Labor Code section 2699(g)(1) in a civil action should the LWDA decline to pursue this matter. This letter also serves as a formal notice under the catalyst theory and Code of Civil Procedure section 1021.5 to resolve this matter before litigation.

Sincerely,



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cc: Mr. Gurdip Ladher

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