

EXHIBIT A

Danny Yadidsion, Esq.
310-494-6082 | danny@laborlawpc.com

March 14, 2024

VIA CERTIFIED MAIL – RETURN RECEIPT REQUESTED

L. & R. Distributors, Inc.
c/o 1505 Corporation
C T Corporation System
330 N Brand Blvd
Glendale, CA 91203

RE: Rebecca Ryhal v. L. & R. Distributors, Inc.

To Whom It May Concern:

This office represents Rebecca Ryhal (“Claimant”) who was employed by L. & R. Distributors, Inc. and related entities (“Respondents”). This letter is notice, and a request, pursuant to Labor Code § 2699.3 that your agency investigates the claims in this impending civil action. If the agency does not intend to investigate the alleged violations, we specifically request such notification to allow Claimant to file a civil action to pursue PAGA claims.

This action is brought on behalf of Claimant and similarly-situated non-exempt employees, currently and formerly employed at all of Respondents’ locations in California (referred to herein as “similarly-situated employees”), to recover penalties for unlawfully withheld wages for overtime work, unpaid wages for all hours worked, waiting time penalties, unlawfully withheld wages for meal and rest period violations, payroll reporting violations, failure to pay wages, violation of other California laws, as well as other statutory penalties and damages owed to Claimant by Respondents.

Continuously during the year prior to the date of this notice, prior to that, and continuing through the pendency of this claim, Respondents did not pay Claimant and other similarly-situated employees overtime pay (one and a half times their hourly rate) for their work over 8 hours per day and 40 hours per week and double-time pay (two times their hourly rate) for their work over 12 hours per day, and also did not properly relieve Claimant and other similarly-situated employees for statutorily required thirty minute meal periods every five hours and ten minute rest periods every four hours and failed to provide the wages and premiums due for missed meal periods and rest periods on a daily basis.

Respondents have failed and continue to fail to pay Claimant and all similarly-situated employees: overtime pay *i.e.* time and a half for work in excess of eight hours a day and forty hours per week; double for work in excess of twelve hours a day; penalties due for the failure to provide meal and rest periods; and have failed to provide and continue to fail to provide Claimant with accurate, itemized wage statements reflecting actual wages, overtime, and meal/rest period premiums.

All of the above violations were suffered by Claimant and similarly-situated employees at all of Respondents’ locations in California on a daily basis in the entire year preceding the date of this notice, and continuing throughout the pendency of this claim.

Failure to Pay Wages

Respondents violated California Minimum Wage Order (MW-2014), Labor Code sections 1194, 201, 202, 203, 204, 226.2 by not paying Claimant's agreed upon wage and minimum wage for hours worked after the finish time of the workday. Labor Code section 1194 states that any employee receiving less than the legal minimum wage is entitled to recover in a civil action the full amount of this minimum wage, including interest thereon, reasonable attorney's fees, and costs of suits. Labor Code section 1194.2 states that in any action under section 1194 to recover wages because of the payment of a wage less than the minimum wage an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully paid and interest thereon.

All of the above violations were suffered by Claimant and similarly-situated employees at all of Respondents' locations in California on a daily basis in the entire year preceding the date of this notice, and continuing throughout the pendency of this claim.

Waiting Time Penalties

Respondent violated Labor Code sections 201, 202, 203, and 204 and is subject to sections 218.5, and 218.6. Labor Code section 201 provides that if an employer discharges an employee, the employee's wages that have been earned and are unpaid at the time of discharge shall be paid immediately. Labor Code section 202 provides that if an employee quits, his or her wages become due not later than 72 hours thereafter or if an employee gives 72 hours previous notice of his or her intention to quit the employee's wages are due at the time of quitting. Labor Code section 203 provides that if the employer willfully fails to pay any wages of an employee who is discharged or who quits, the employee's wages shall continue as a penalty from the due date of the payment of the wages, at the same rate, until such wages paid or an action commenced, but not more than 30 days. Labor Code section 204 provides that all wages earned by an employee are due and payable twice during a calendar month on days designated in advance as regular paydays by the employer. Labor Code section 218.5 provides that the court shall award attorneys' fees and costs to the prevailing party in an action for nonpayment of wages. Labor Code section 218.6 provides that in an action for nonpayment of wages, court shall award interest on all due and unpaid wages.

Respondent did not pay Claimant and all similarly-situated employees' wages due when Respondent terminated their employment or within 72 hours of when the similarly-situated employees resigned. Respondents willfully failed and refused, and continue to willfully refuse, to timely pay compensation and wages, including overtime pay; and payments for meal and rest periods not provided. As a result, Respondents are liable for the amount of wages due, interest, and waiting time penalties, any other statutory penalties, other damages, together with attorneys' fees and costs.

All of the above violations were suffered by Claimant and similarly-situated employees at all of Respondents' locations in California on a daily basis in the entire year preceding the date of this notice, and continuing throughout the pendency of this claim.

Failure To Pay Overtime Compensation

Respondents have violated Labor Code section 510 and are subject to Labor Code sections 1194 and other relevant Labor Code sections such as 226.7, 1194, 1194.2, 1194.3, 1197, 1198, and other pertinent sections of the Labor Code. Labor Code section 510 provides that any work in excess of eight hours in one workday and any work in excess of 40 hours 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 and 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. Labor Code section 1194 provides that any employee who receives less than the legal overtime compensation due said employee is entitled to recover in a civil action the full amount of the overtime compensation, interest on said compensation, and reasonable attorneys' fees and costs of suit.

Respondents have violated the Labor Code section by not paying Claimant and all similarly-situated employees rightfully earned overtime pay for their working more than 8 and 12 hours per day and more than 40 hours per week on a daily and weekly basis. As a result of Respondents' failure to pay Claimant's rightfully earned overtime pay, Respondents are liable for all back overtime pay, waiting time penalties, and any other penalties imposed by the Labor Code which include but are not limited to, interest, and attorneys' fees and costs.

All of the above violations were suffered by Claimant and similarly-situated employees at all of Respondents' locations in California on a daily basis in the entire year preceding the date of this notice, and continuing throughout the pendency of this claim.

Failure to Provide Meal and Rest Periods

Respondents violated Labor Code section 226.7 and 226.2 by not providing Claimant with a legally required ten-minute rest period during each four-hour segment of work. Respondents further violated Labor Code sections 226.7 and 512 by not providing Claimant with a meal period of not less than 30 minutes for each work period of more than five hours per day and a second meal period of not less than 30 minutes for a work period of more than 10 hours day.

Respondents are liable to Claimant for one hour of additional pay at the regular rate of compensation for each workday that the required rest periods were not provided and one hour of additional pay at the regular rate of compensation for each day that the required meal periods were not provided.

Respondents are also liable for civil penalties pursuant to Labor Code sections 558 and 2698 in the amount of \$50.00 for each pay period during which Claimant was not provided required rest and meal periods for the initial violation; and \$100.00 for each pay period during which Claimant was not provided required rest and meal periods for each subsequent violation.

All of the above violations were suffered by Claimant and similarly-situated employees at all of Respondents' locations in California on a daily basis in the entire year preceding the date of this notice, and continuing throughout the pendency of this claim.

Failure to Furnish Accurate Wage Statements

Labor Code § 226 (a) requires employers to furnish each employee with an accurate statement, which includes but is not limited to, gross wages earned, the total numbers of hours worked, and the net wages earned. Labor Code § 226 (e) provides that if an employer fails to provide a statement complying with § 226 (a), then the employee is entitled to recover the greater of actual damages or \$50.00 for the initial violation and \$100.00 for each subsequent violation, up to \$4,000.00 Respondents failed to furnish and continue to intentionally furnish Claimant and all similarly-situated employees with timely, itemized statements that meet the requirements of Labor Code § 226 (a) because those statements failed to include an accurate itemization of the employees' meal/rest breaks, hours worked, wages paid, including wages due for work after the finish of the workday, and overtime rates.

Respondents are therefore liable for civil penalties pursuant to Labor Code sections 226.2, 226.3 and 2698 in the amount of \$250.00 for the initial violation and \$1,000.00 per subsequent violation.

All of the above violations were suffered by Claimant and similarly-situated employees at all of Respondents' locations in California on a daily basis in the entire year preceding the date of this notice, and continuing throughout the pendency of this claim.

* * * * *

Respondents are in direct violation of numerous California wage and hour laws including but not limited to said sections stated above. We provide notice under the Private Attorney's General Act of 2004, Labor Code sections

2699, 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 file a complaint against Respondents for the violations discussed in this letter.

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 § 2699, et seq., by seeking redress in court. (Labor Code § 2699.3(a)(1).) The LWDA must then notify the employer and the employee within 33 calendar days regarding whether it intends to investigate the alleged violation. (Labor Code § 2699.3(a)(2)(B).) If the LWDA advises it will not investigate, or if no notice is provided within 33 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code section 2699. (Labor Code § 2699.3(a)(2)(A).) It is the intention of this office to file a civil complaint and to bring the appropriate claims under Labor Code section 2699 should your office not address these matters within this time.

Very truly yours,



Danny Yadidsion

EXHIBIT B

HOWARD & HOWARD ATTORNEYS PLLC

Robert L. Rosenthal, Esq. (SBN 173047)

John J. Savage, Esq. (SBN 264081)

Beverly Hills Triangle 1

9595 Wilshire Boulevard, Suite 900

Beverly Hills, CA 90212

Telephone: (424) 303-7700

Email: rrosenthal@howardandhoward.com

jsavage@howardandhoward.com

Attorneys for Defendant L. & R. Distributors, Inc.

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

REBECCA RYHAL, individually, and
on behalf of the putative class,

Plaintiff,

vs.

L. & R. DISTRIBUTORS, INC., a New
York corporation; and DOES 1 – 50,
inclusive,

Defendants.

CASE NO.: _____

Los Angeles County Superior Court,
Case No. 24STCV06416

**DEFENDANT L. & R.
DISTRIBUTORS, INC.'S NOTICE
OF REMOVAL**

[28 U.S.C. §§ 1332, 1441, 1446, and
1453]

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1 **TO THE CLERK OF THE UNITED STATES DISTRICT COURT FOR THE**
 2 **CENTRAL DISTRICT OF CALIFORNIA AND TO PLAINTIFF AND HER**
 3 **COUNSEL OF RECORD:**

4 PLEASE TAKE NOTICE THAT Defendant L. & R. Distributors, Inc.
 5 (“Defendant” or “L&R”), by and through their counsel, remove the above-entitled
 6 action to this Court from the Superior Court of the State of California, County of Los
 7 Angeles, pursuant to 28 U.S.C. §§ 1332, 1441, 1446, and 1453, because minimum
 8 diversity exists and the amount in controversy exceeds \$5 million. This removal is based
 9 on the grounds
 10 stated herein.

11 **I. PROCEDURAL BACKGROUND**

12 On March 14, 2024, Plaintiff Rebecca Ryhal (“Plaintiff”) filed a putative class
 13 action complaint in the Superior Court of California, County of Los Angeles, entitled
 14 Rebecca Ryhal, individually, and on behalf of the putative class v. L. & R.
 15 DISTRIBUTORS, INC., a New York corporation; and DOES 1 – 50, inclusive, Case
 16 No. 24STCV06416 (the “Complaint”).

17 Plaintiff served copies of the Summons and the Complaint on Defendant’s
 18 registered agent for service of process on March 15, 2024. True and correct copies of
 19 the Summons, Complaint, and all documents served with the Complaint on L&R are
 20 attached as Exhibit A.

21 The Complaint seeks damages, penalties, and injunctive relief on behalf of a
 22 putative class for with respect to the following nine claims:

23 1st Cause of Action: Failure to Provide Meal Periods (Cal. Labor Code §§
 24 512 and 226.7);

25 2nd Cause of Action: Failure to Provide Rest Periods (Cal. Labor Code
 26 §226.7);

27 ///

9th Cause of Action: Unfair, Unlawful, or Fraudulent Business Practices
(Cal. Bus. & Prof. Code § 17200 *et seq.*)

(1999). No previous Notice of Removal has been filed or made with this Court for the relief sought herein.

III. THE COURT HAS ORIGINAL SUBJECT MATTER JURISDICTION UNDER THE CLASS ACTION FAIRNESS ACT

This lawsuit is styled as a putative class action. (Compl. ¶ 2 and Prayer for Relief ¶ A.) Removal under the Class Action Fairness Act (“CAFA”) is proper pursuant to 28 U.S.C. sections 1441, 1446, and 1453 because (a) diversity of citizenship exists between at least one putative class member and Defendant; (b) the aggregate number of putative class members in the proposed class is 100 or greater; and (c) the Complaint places in controversy more than \$5 million, exclusive of interest and costs. 28 U.S.C. §§ 1332(d)(2), (d)(5)(b), 1453.¹ Although Defendant denies Plaintiff’s factual allegations and denies that Plaintiff—or the class she purports to represent—is entitled to any relief, based on Plaintiff’s allegations in the Complaint and Prayer of Relief, all requirements for jurisdiction under CAFA have been met in this case.

A. Diversity of Citizenship Exists

To satisfy CAFA’s diversity requirement, a removing party seeking removal must establish only that minimal diversity exists, that is, that one putative class member is a citizen of a state different from any defendant. 28 U.S.C. § 1332(d)(2); *United Steel, Paper & Forestry, Rubber, Mfg., Energy, Allied Indus. & Serv. Workers Int’l Union, AFL-CIO, CLC v. Shell Oil Co.*, 602 F.3d 1087, 1090-91 (9th Cir. 2010) (finding that to achieve its purposes, CAFA provides expanded original diversity jurisdiction for class actions meeting the minimal diversity requirement set forth in 28 U.S.C. § 1332(d)(2)).

In the instant action, Plaintiff is a citizen of California. Defendant is a citizen of New York, as it is incorporated and has its principal place of business in Brooklyn, New

¹ Defendant denies Plaintiff’s factual allegations and denies that Plaintiff and members of the putative class are entitled to any relief whatsoever.

1 York. Accordingly, minimal diversity exists and removal is proper.

2 **1. Plaintiff is a Citizen of California**

3 “An individual is a citizen of the state in which he is domiciled” *Boon v.*
 4 *Allstate Ins. Co.*, 229 F. Supp. 2d 1016, 1019 (C.D. Cal. 2002) (*citing Kanter v. Warner-*
 5 *Lambert Co.*, 265 F.3d 853, 857 (9th Cir. 2001)). For purposes of diversity of
 6 citizenship jurisdiction, citizenship is determined by the individual’s domicile at the
 7 time that the lawsuit is filed. *Armstrong v. Church of Scientology Int’l*, 243 F.3d 546,
 8 546 (9th Cir. 2000) (*citing Lew v. Moss*, 797 F.2d 747, 750 (9th Cir. 1986)). Domicile is
 9 determined by “an individual’s 1) residence in a state, and 2) his intent to remain
 10 indefinitely.” *Boon*, 229 F. Supp. 2d at 1019.

11 Plaintiff alleges in the Complaint that she is a resident of California. (Compl. ¶
 12 9.) The Complaint does not allege any alternative place of residence or state of
 13 citizenship for Plaintiff, nor does the Complaint state that Plaintiff intends to move her
 14 residence outside of California. According to L&R’s business records, Plaintiff’s last
 15 known residence was located in Long Beach, California. On information and belief,
 16 Plaintiff intends to remain in California. Accordingly, Plaintiff is a citizen of California
 17 for purposes of removal.

18 **2. Defendant is Not a Citizen of California**

19 For purposes of establishing diversity jurisdiction, a corporation is deemed to be
 20 a citizen of any state in which it has been incorporated and of any state where it has its
 21 principal place business. 28 U.S.C. § 1332(c)(1). The “principal place of business” for
 22 the purpose of determining diversity subject matter jurisdiction refers to “the place
 23 where a corporation’s officers direct, control, and coordinate the corporation’s activities
 24 . . . [I]n practice it should normally be the place where the corporation maintains its
 25 headquarters—provided that the headquarters is the actual center of direction, control,
 26 and coordination, i.e., the ‘nerve center,’ and not simply an office where the corporation
 27 holds its board meetings. . . .” *Hertz Corp. v. Friend*, 559 U.S. 77, 92-93 (2010).
 28

1 Defendant is now, and was at the time of the filing of this action, a citizen of New
 2 York for the purpose of determining diversity jurisdiction under CAFA. L&R is, and at
 3 all pertinent times was, a corporation organized and existing under the laws of the State
 4 of New York. (Compl. ¶ 10.) L&R's principal place of business and corporate
 5 headquarters are located at 88 35th St., Bldg. 4, 5th Floor, Brooklyn, New York 11232,
 6 where its managers and officers direct, control, and coordinate corporate activities.
 7 L&R's "nerve center" is in New York.

8 Accordingly, diversity of citizenship exists under CAFA because at least one
 9 member of the putative class – Plaintiff – is a citizen of a state different than Defendant.
 10 See 28 U.S.C. § 1332(d)(2)(A) (requiring only "minimal diversity" under which "any
 11 member of a class of plaintiffs is a citizen of a State different from any Defendant").

12 Additionally, although Plaintiff has listed 50 fictitiously-named "Doe"
 13 defendants, the citizenship of these "Doe" defendants is disregarded for purposes of
 14 removal. 28 U.S.C. § 1441(a); *Newcombe v. Adolf Coors Co.*, 157 F.3d 686, 690-91
 15 (9th Cir. 1998) (for removal purposes, the citizenship of defendants sued under fictitious
 16 names shall be disregarded).

17 **B. The Putative Class has More than 100 Members**

18 CAFA's requirement that proposed class membership be no less than 100 (28
 19 U.S.C. § 1332(d)(5)) is satisfied here because the putative class has more than 100
 20 members. Plaintiff seeks to represent "*all non-exempt employees currently and*
 21 *formerly employed by L. & R. Distributors, Inc.* ("L&R" or "Defendant") (the Class)"
 22 – in the State of California from four years prior to the filing of this Complaint through
 23 the trial date ("Class Period")." (Compl. ¶ 3.) Plaintiff's Complaint is also "brought on
 24 behalf of a subclass comprised of Plaintiff and Class Members formerly employed by
 25 Defendant ("Waiting Time Penalty Subclass Members"). (*Id.* ¶ 7.)

26 Based on Plaintiff's definition of the Class and Subclass, and according to
 27 Defendant's business records, between March 14, 2021 to April 15, 2024, *the total*
 28

1 *number of non-exempt California employees (i.e., “Class Members”) is*
 2 *approximately 595.* Therefore, the putative class contains more than 100 members.

3 **C. The Amount in Controversy Exceeds \$5,000,000²**

4 Pursuant to CAFA, the claims of the individual members in a class action are
 5 aggregated to determine if the amount in controversy exceeds \$5,000,000, exclusive of
 6 interest and costs. 28 U.S.C. § 1332(d)(6). A removing defendant “must file in the
 7 federal forum a notice of removal “containing a short and plain statement of the grounds
 8 for removal.” *Dart Cherokee Basin Operating Co. v. Owens*, 574 U.S. 81, 87 (2014)
 9 (quoting 28 U.S.C. § 1446(a)). The short and plain statement “need include only a
 10 plausible allegation that the amount in controversy exceeds the jurisdictional
 11 threshold.” *Id.* at 89.

12 It is beyond dispute that “a removing defendant’s notice of removal need not
 13 contain evidentiary submissions but only plausible allegations of the jurisdictional
 14 elements.” *Arias v. Residence Inn by Marriott*, 936 F.3d 920, 922 (9th Cir. 2019)
 15 (internal citations omitted); *see also Dart Cherokee*, 574 U.S. at 84 (holding that a short
 16 and plain statement “need not contain evidentiary submissions”); *Jauregui v.*
 17 *Roadrunner Transp. Servs., Inc.*, 28 F.4th 989, 993 (9th Cir. 2022) (reversing district
 18 court’s order remanding the action to state court due to an “inappropriate demand of
 19 certitude from [the defendant] over its assumptions used in calculating the amount in
 20 controversy” for purposes of CAFA removal).

21 The ultimate inquiry is what amount a complaint places “in controversy,” not
 22 what a defendant may actually owe in damages. *LaCross v. Knight Transportation Inc.*,
 23 775 F.3d 1200, 1202 (9th Cir. 2015) (citation omitted) (explaining that courts are

24 ² This Notice of Removal addresses the nature and amount of damages that the
 25 Complaint places in controversy. However, statements and/or references contained
 26 herein shall not constitute an admission of liability. “The amount in controversy is
 27 simply an estimate of the total amount in dispute, not a prospective assessment of
 28 [Defendant’s] liability.” *Lewis v. Verizon Commc’ns, Inc.*, 627 F.3d 395, 400 (9th Cir.
 2010). In addition, Defendant denies that this case is suitable for class treatment.

1 directed “to first look to the complaint in determining the amount in controversy”); *see*
 2 *also Jauregui*, 28 F.4th at 993 (“At that stage of the litigation, the defendant is being
 3 asked to use the plaintiff’s complaint—much of which it presumably disagrees with—
 4 to estimate an amount in controversy. This is also at a stage of the litigation before any
 5 of the disputes over key facts have been resolved.”)

6 The burden to establish the jurisdictional amount under CAFA “is not ‘daunting,’
 7 as courts recognize that under this standard, a removing defendant is not obligated to
 8 ‘research, state and prove the plaintiff’s claims for damages.’” *Korn v. Polo Ralph*
 9 *Lauren Corp.*, 536 F. Supp. 2d 1199, 1205 (E.D. Cal. 2008); *see also LaCross*, 775 F.3d
 10 at 1203 (rejecting plaintiff’s argument for remand based on the contention that the class
 11 may not be able to prove all amounts claimed: “Plaintiffs are conflating the amount in
 12 controversy with the amount of damages ultimately recoverable.”); *Ibarra v. Manheim*
 13 *Invs., Inc.*, 775 F.3d 1193, 1198 n.1 (9th Cir. 2015) (in alleging the amount in
 14 controversy, defendants “are not stipulating to damages suffered, but only estimating
 15 the damages in controversy.”).

16 The allegations in the removing defendant’s notice of removal may rely on a
 17 chain of reasoning that includes assumptions and an assumption may be reasonable if it
 18 is founded on the allegations of the complaint. *McCollum v. TGI Friday’s, Inc.*, 2022
 19 WL 2663870 at *2 (C.D. Cal. July 11, 2022) (*citing Arias*, 936 F.3d at 925). As the
 20 United States Supreme Court has advised, “no antiremoval presumption attends cases
 21 invoking CAFA” because Congress intended to “facilitate adjudication of certain class
 22 actions in federal court.” *Dart Cherokee*, 574 U.S. at 87.

23 In assessing the amount in controversy, a court must “assume that the allegations
 24 of the complaint are true and assume that a jury will return a verdict for the plaintiff on
 25 all claims made in the complaint.” *Campbell v. Vitran Exp., Inc.*, 471 F. App’x. 646,
 26 648 (9th Cir. March 8, 2012) (*citing Kenneth Rothschild Trust v. Morgan Stanley Dean*
 27 *Witter*, 199 F. Supp. 2d 993, 1001 (C.D. Cal. 2002)). When the complaint is “lacking
 28

1 in factual detail,” a defendant seeking removal is particularly “justified in employing
2 reasonable estimates” to establish the amount in controversy. *Ritenour v. Carrington*
3 *Mortg. Servs., LLC*, 228 F. Supp. 3d 1025, 1029 (C.D. Cal. 2017); see also *Muniz v.*
4 *Pilot Travel Ctrs. LLC*, 2007 WL 1302504 at *4 (E.D. Cal. May 1, 2007) (denying
5 remand where defendant applied reasonable assumptions to complaint that had no fact-
6 specific allegations because a plaintiff seeking to avoid removal “could have alleged
7 facts specific to her claims which would narrow the scope of the putative class or
8 damages sought”).

9 While L&R denies Plaintiff’s factual allegations and denies that neither she nor
10 the alleged Class Members is entitled to any of the relief for which Plaintiff has prayed,
11 it is clear that, when the potential value of the claims of Plaintiff and the Class Members
12 are aggregated, the allegations within the Complaint put into controversy an amount in
13 excess of \$5 million.

14 **1. Plaintiff’s Fifth Cause of Action for Failure to Provide Timely**
15 **and Accurate Wage Statements Puts at Least \$628,000 in**
16 **Controversy**

17 Plaintiff’s Complaint alleges that “In violation of Labor Code § 226(a),
18 Defendant did not provide Plaintiff or Class Members with accurate itemized wage
19 statements in writing showing: (1) all applicable hourly rates in effect during each
20 respective pay period and the corresponding number of hours worked by each respective
21 individual; (2) number of hours worked; (3) gross wages earned; (4) net wages earned;
22 (5) all deductions; (6) inclusive dates of the period for which the employee is paid; (7)
23 the employee identification or social security number; and, (8) the name and address of
24 the legal entity that is the employer.” (Compl. ¶ 61.)

25 Plaintiff’s Complaint also contends that Defendant “knowingly and intentionally
26 failed to comply with Labor Code § 226(a) on each and every wage statement provided
27 to Plaintiff and Class and Subclass Members.” Further, Plaintiff’s Complaint claims
28 that Plaintiff and the Class Members have been injured as a result of Defendant’s

1 actions. (*Id.* ¶¶ 63-65.)

2 California Labor Code § 226(e)(1) provides that “[a]n employee suffering injury
3 as a result of a knowing and intentional failure by an employer to comply with [226]
4 subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars
5 (\$50) for the initial pay period in which a violation occurs and one hundred dollars
6 (\$100) per employee for each violation in a subsequent pay period, not to exceed an
7 aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs
8 and reasonable attorney’s fees.”

9 In this case, Plaintiff’s Complaint seeks the full amount of penalties, costs and
10 attorneys’ fees available under Labor Code § 226(e) and (h) on behalf of herself and the
11 Class Members. (*Id.* ¶¶ 64-65 and Prayer for Relief.) There is a 1-year statute of
12 limitations with respect to imposing statutory penalties for failing to comply with Labor
13 Code § 226(a). *See Troester v. Starbucks Corporation*, 2019 WL 2902487 *5 (C.D. Cal.
14 May 21, 2019) (held that “[g]iven the availability of both penalties and damages, the
15 weight of authority has concluded that two different limitations periods apply to
16 California Labor Code § 226(a), depending on the relief sought: one year for penalties
17 and three years for actual damages.”)

18 L&R’s review of data indicates that from the beginning of a 1-year limitations
19 period from March 14, 2023 to April 15, 2024, there were approximately 159 non-
20 exempt California hourly employees. These employees worked a total of approximately
21 9,687 pay periods during the relevant period and received corresponding wage
22 statements. By assigning \$50 to each of these employees for their first pay period during
23 this timeframe and assigning \$100 to these employees for each subsequent pay period,
24 Defendant estimates that most, if not all, of the employees reached the \$4,000 statutory
25 cap under Labor Code § 226, particularly because L&R issues weekly paychecks.
26 ***Therefore, using a 1-year limitations period, Defendant calculates that Plaintiff’s***
27 ***claim for wage statement penalties under Labor Code § 226(a) places an amount in***
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1 *controversy of at least \$628,000.*

2 2. Plaintiff's Sixth Cause of Action for Failure to Pay All
 3 Compensation Due During Employment Puts at Least
 4 \$3,120,000 in Controversy

5 Plaintiff's Complaint alleges that "Defendant willfully failed to pay Plaintiff and
 6 Class Members all compensation due during their employment in violation of California
 7 Labor Code § 204. (Compl. ¶ 69.) Further, Plaintiff's Complaint maintains that,
 8 "Pursuant to California Labor Code Section 210, failure to pay the wages of each
 9 employee as provided in Labor Code Section 204 subjects Defendants to a statutory
 10 penalty of: (1) one hundred dollars (\$100.00) for each failure to pay each employee for
 11 each initial violation; and (2) two hundred dollars (\$200.00) for each failure to pay each
 12 employee, plus twenty-five percent (25%) of the amount unlawfully withheld, for each
 13 subsequent violation." (*Id.* ¶ 70.) There is a 3-year limitations period for claims brought
 14 under California Labor Code § 204.

15 L&R's review of data indicates that during the applicable limitations period, there
 16 were approximately 595 non-exempt California hourly employees. These employees
 17 worked a total of approximately 15,611 *weekly* pay periods during the relevant period
 18 and received corresponding wage statements. By assigning a statutory penalty of \$100
 19 to each of these employees for the first violation, \$200 for each subsequent violation,
 20 *and not even considering the additional 25% penalty for any amounts unlawfully*
 21 *withheld*,³ the estimated total amount in controversy is at least \$3,120,000.

22 3. Plaintiff's Seventh Cause of Action for Failure to Pay All
 23 Compensation Due Upon Discharge (Waiting Time Penalties)
 24 Puts at Least \$816,240 in Controversy

25 Plaintiff's Complaint alleges that "Defendant willfully failed to pay Plaintiff and

26 ³ Plaintiff's Complaint fails to allege any facts concerning what amounts, if any, were
 27 withheld from Plaintiff's or the Class Members' pay. Therefore, for the purposes of the
 28 subject Notice of Removal, Defendant recognizes that inclusion of a 25% estimate of
 the total amount withheld for the Class Members would likely be speculative.

1 Class Members who are no longer employed by Defendant compensation due upon
 2 termination as required by California Labor Code §§ 201 and 202. As a result,
 3 Defendant is liable to Plaintiff and Waiting Time Class Members waiting time penalties
 4 provided under California Labor Code § 203, plus reasonable attorneys' fees and costs
 5 of suit. Plaintiff, on behalf of herself and Class Members, also requests relief as
 6 described below." (*Id.* ¶¶ 74-75.)

7 California Labor Code § 203 provides that an employer who willfully fails to
 8 timely pay wages to an employee who is discharged or quits, must pay, as a penalty, the
 9 wages of the employee from the due date thereof until paid or until an action therefor is
 10 commenced; but the wages shall not continue for more than 30 days. There is a 3-year
 11 statute of limitations for failure to pay wages due upon termination of employment.

12 Based on Plaintiff's allegations as stated in the Complaint, it is appropriate to use
 13 a 100% violation rate for waiting time penalties to calculate the amount in controversy.
 14 *See Ford v. CEC Entm't, Inc.*, 2014 WL 3377990, at *3 (N.D. Cal. July 10, 2014)
 15 ("Assuming a 100% violation rate is thus reasonably grounded in the complaint . . .
 16 [b]ecause no averment in the complaint supports an inference that these sums were ever
 17 paid."); *see also Jauregui*, 28 F.4th at 994 ("It was not unreasonable for [defendant] to
 18 assume that the vast majority (if not all) of the alleged violations over the *four years* at
 19 issue in this case would have happened more than 30 days before the suit was filed,
 20 which would entitle the employees to the 30-day penalty.")

21 L&R's review of data indicates that approximately 304 non-exempt California
 22 employees either resigned or were terminated between March 14, 2021 and April 15,
 23 2024. During this period, ***Class Members*** typically worked shifts of ***at least*** five (5)
 24 hours in length and were paid an average base rate of pay of ***\$17.90*** per hour.
 25 Accordingly, L&R calculates that Plaintiff's claim for waiting time penalties under
 26 Labor Code § 203 ***places an amount in controversy of at least \$816,240.***

27 ///
 28

1 4. **Plaintiff's Request for Attorneys' Fees Places Additional**
2 **Amounts in Controversy, Further Exceeding the CAFA**
3 **Threshold**

4 Plaintiff's Complaint seeks attorneys' fees on all nine causes of action. (Compl. ¶¶ 40, 44, 50, 59, 65, 71, 74, 79, 86 and Prayer for Relief ¶ I.)

5 When an award of attorneys' fees is authorized by statute, the request for
6 attorneys' fees is properly considered in determining the amount in controversy for
7 removal purposes. *See Fritsch v. Swift Transp. Co. of Arizona, LLC*, 899 F.3d 785, 794
8 (9th Cir. 2018) (holding that "if a plaintiff would be entitled under a contract or statute
9 to future attorney's fees, such fees are at stake in the litigation and should be included
10 in the amount in controversy"); *In re Quintus Sec. Litig.*, 148 F. Supp. 2d 967, 973 (N.D.
11 Cal. 2001) (benchmark for attorneys' fees is 25% of the common fund); *Rodriguez v.*
12 *Cleansource, Inc.*, 2014 WL 3818304, at *4 (S.D. Cal. Aug. 4, 2014) ("[T]he Court
13 finds that using [the 25%] benchmark is the most appropriate way to calculate attorneys'
14 fees in order to establish the amount in controversy for jurisdictional purposes."). "A
15 defendant does 'not need to prove to a legal certainty' that a plaintiff will be awarded
16 the proffered attorneys' fees in the removal notice." *Greene v. Harley-Davidson, Inc.*,
17 965 F.3d 767, 774 n.4 (9th Cir. 2020) (*quoting Dart Cherokee*, 574 U.S. at 88).

18 Based on a combined estimate of \$4,564,240 in controversy with respect to only
19 Plaintiff's fifth, sixth and seventh causes of action, ***the amount of attorneys' fees placed***
20 ***in controversy by these three claims is at least \$1,141,060.***

21 5. **The Total Amount in Controversy Exceeds \$5,000,000 Based**
22 **Solely on Three of Plaintiff's Nine Causes of Action**

23 Aggregating the amounts in controversy for just three of Plaintiff's nine causes
24 of action, plus the associated attorneys' fees on these claims, establishes that the
25 allegations in the Complaint put at least \$5,705,300 in controversy. Therefore,
26 Defendant has satisfied CAFA jurisdictional requirement of more than \$5,000,000
27 without even assessing the value of Plaintiff's remaining causes of action.
28

6. **Plaintiff's Other Causes of Action Put Additional Amounts in Controversy, Further Exceeding the CAFA Jurisdictional Threshold**

In addition to the above-stated amount in controversy, which is based solely on only two of Plaintiff's nine causes of action, Plaintiff's other claims place additional amounts in controversy. As a result, the CAFA jurisdictional threshold is further exceeded.

As stated above, Plaintiff's Complaint alleges the following *additional* causes of action:

- First Cause of Action: Failure to Provide Meal Periods (Cal. Labor Code §§ 512 and 226.7);
- Second Cause of Action: Failure to Provide Rest Periods (Cal. Labor Code §226.7);
- Third Cause of Action: Failure to Pay Minimum Wages (§§ 1194, 1194.2, 1197, 1197.1);
- Fourth Cause of Action: Failure to Reimburse Business Expenses (Cal. Labor Code § 2802);
- Eighth Cause of Action: Failure to Pay Wages for All Hours Worked (Cal. Labor Code §§ 1194 and 1197); and
- Ninth Cause of Action: Unfair, Unlawful, or Fraudulent Business Practices (Cal. Bus. & Prof. Code § 17200 et seq.).

Each of the above causes of action places additional amounts in controversy, which would further satisfy CAFA's jurisdictional minimum.

IV. VENUE

This action was originally filed in the Los Angeles County Superior Court. Initial venue is therefore proper in this district pursuant to 28 U.S.C. §§ 84(c), 1441(a), and 1446(a), and because it encompasses the county in which this action has been pending.

///

1 **V. NOTICE**

2 Defendant will promptly serve this Notice of Removal on Plaintiff and will
3 promptly file a copy of this Notice of Removal with the clerk of the state court in which
4 this action is pending, as required under 28 U.S.C. § 1446(d).

5 **VI. CONCLUSION**

6 Based on the foregoing, Defendant respectfully requests that this action be
7 removed to this Court. If any question arises as to the propriety of the removal of this
8 action, Defendant respectfully requests the opportunity to present a brief and oral
9 argument in support of its position that this action is subject to removal.

10 Dated: April 15, 2024

HOWARD & HOWARD ATTORNEYS PLLC

11 By: /s/ Robert Rosenthal

12 Robert L. Rosenthal

13 John J. Savage

14 Beverly Hills Triangle 1

15 9595 Wilshire Boulevard, Suite 900

16 Beverly Hills, CA 90212

17 *Attorneys for Defendant L. & R. Distributors,*
18 *Inc.*

HOWARD & HOWARD ATTORNEYS PLLC

PROOF OF SERVICE

I, Robert L. Rosenthal, declare:

I am a citizen of the United States and employed in Las Vegas, Nevada. I am over the age of eighteen years and not a party to the within-entitled action. My business address is 9595 Wilshire Blvd., Suite 900, Beverly Hills, CA 90212. On

April 15, 2024, I served a copy of the within document(s):

**DEFENDANT L. & R. DISTRIBUTORS, INC,'S NOTICE OF
REMOVAL**

x by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Beverly Hill, CA addressed as set forth below.

by placing the document(s) listed above in a sealed envelope and affixing a pre-paid air bill, and causing the envelope to be delivered to a Federal Express agent for overnight delivery.

By E-mail: the parties listed below were served electronically, with the document(s) listed above by email PDF files on April 15, 2024. The transmission was reported as complete and without error.

SERVICE LIST

Danny Yadidsion, Esq.
LABOR LAW PC
100 Wilshire Blvd., Suite 700
Santa Monica, California 90401
Danny@laborlawpc.com

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

Executed on April 15, 2024 at Beverly Hills, CA.

/s/ Robert L. Rosenthal
Robert L. Rosenthal

EXHIBIT A

Danny Yadidsion, Esq., SBN 260282
LABOR LAW PC
100 Wilshire Blvd., Suite 700
Santa Monica, California 90401
Telephone: (310) 494-6082
Danny@LaborLawPC.com

Electronically FILED by
Superior Court of California,
County of Los Angeles
3/14/2024 3:10 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By J. Gnade, Deputy Clerk

Attorneys for Plaintiff
REBECCA RYHAL, individually and on behalf of the putative class

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

REBECCA RYHAL, individually and on behalf
of the putative class,

Plaintiff,

v.

L. & R. DISTRIBUTORS, INC., a New York
corporation; and DOES 1- 50, Inclusive,

Defendants.

CASE NO.: 24STCV06418

CLASS ACTION COMPLAINT FOR:

1. Failure to Provide Meal Periods (Cal. Labor Code §§ 512 and 226.7);
2. Failure to Provide Rest Periods (Cal. Labor Code §226.7)
3. Failure to Pay Minimum Wages (§§ 1194, 1194.2, 1197, 1197.1);
4. Failure to Reimburse Business Expenses (Cal. Labor Code § 2802);
5. Failure to Furnish Timely and Accurate Itemized Wage Statements (Cal. Labor Code § 226.7 and Applicable IWC Wage Orders);
6. Failure to Pay All Compensation Due During Employment (Cal. Labor Code § 204);
7. Failure to Pay All Compensation Due Upon Discharge (Cal. Labor Code §§ 201-203);
8. Failure to Pay Wages for All Hours Worked (Cal. Labor Code §§ 1194 and 1197); and
9. Unfair, Unlawful, or Fraudulent Business Practices (Cal. Bus. & Prof. Code § 17200 *et seq.*)

DEMAND FOR JURY TRIAL

CLASS ACTION COMPLAINT

1. Plaintiff REBECCA RYHAL ("Plaintiff"), on behalf of herself and all others similarly situated, hereby submits this Complaint against Defendant L. & R. DISTRIBUTORS, INC., a New York corporation doing business in California, and DOES 1 through 50, inclusive (collectively, "Defendants"), and each of them, and alleges as follows:

INTRODUCTION

2. This is a class action under California Code of Civil Procedure § 382 seeking damages for failure to provide meal and rest periods, unpaid minimum wages, failure to reimburse business expenses, failure to provide accurate itemized wage statements, failure to pay all compensation due upon discharge, penalties, interest, and other equitable relief, and reasonable attorneys' fees and costs under Cal. Labor Code ("Labor Code") §§ 226(e), 226.2, 226.7, 512, 558, 1194, 1194.2, 2802, 201-203, and applicable IWC Wage Orders ("Wage Order"), Cal. Civ. Proc. Code § 1021.5, and restitution under California's Unfair Competition Law ("UCL"), Business & Professions Code §§ 17200 *et seq.*

3. Plaintiff brings this action on behalf of Plaintiff and all other similarly situated individuals – *all non-exempt employees currently and formerly employed by L. & R. Distributors, Inc.* (“L&R” or “Defendant”) (the “Class”) – in the State of California from four years prior to the filing of this Complaint through to the trial date (“Class Period”). Defendants’ violations of California’s wage and hours laws and unfair competition laws, as described more fully below, have been ongoing for at least the past four years, and are continuing at present.

4. During the Class Period, Plaintiff and Class Members were non-exempt employees as defined under the Labor Code and were entitled to pay for all hours they worked, including hourly pay at a rate at least equivalent to California minimum wage. Plaintiff and Class Members were also entitled to receive regular, accurate itemized wage statements reflecting the total amount of money which they were owed and the accurate name of the company employing them. However, Defendant did not provide Plaintiff and Class Members with legally compliant meal and rest breaks. Moreover, Plaintiff and Class Members were not paid a reasonable percentage of their cellular phone expenses and mileage incurred during their employment.

/ / /

3 6. During the one-year period prior to the filing of this Complaint through to the trial
4 date (“Wage Statement Class Period”), Defendant knowingly and intentionally failed to provide
5 Class Members with accurate itemized wage statements (“Wage Statement Subclass”), in violation
6 of Labor Code § 226(a) and 226.2.

7 7. In addition, this action is brought on behalf of a subclass comprised of Plaintiff and
8 Class Members formerly employed by Defendant (“Waiting Time Penalty Subclass Members”).
9 During the “Waiting Time Penalty Subclass Period” – designated as three years prior to the filing
10 of the Complaint through to the trial date – Defendant failed to pay all compensation due and
11 owing to Waiting Time Penalty Subclass Members.

12 8. As a result of the above Labor Code violations, Defendant committed unfair,
13 unlawful, and fraudulent business practices, in violation of the UCL.

15 9. Plaintiff is and at all times relevant hereto worked for Defendant in Los Angeles
16 County and was a resident of the State of California, Los Angeles County.

17 10. Defendant L. & R. DISTRIBUTORS, INC. ("L&R", "Defendant" or the
18 "Company") is a New York corporation and does business in California. At all times relevant
19 hereto, Defendant L&R does business and employs individuals in the County of Los Angeles, State
20 of California.

11. Defendant L&R is Plaintiff's employer within the meaning of the Labor Code and is therefore subject to the jurisdiction of this Court.

12. The true names and capacities, whether individual, corporate, associate, or otherwise of the Defendants named herein as DOES 1-50, inclusive, are unknown to Plaintiff at this time and therefore said Defendants are sued by such fictitious names. Plaintiff will seek leave to amend this Complaint to insert the true names and capacities of said Defendants when the same become known to Plaintiff. Plaintiff is informed and believes and thereupon alleges that each of the fictitiously-named Defendants is responsible for the wrongful acts alleged herein and is

1 therefore liable to Plaintiff as alleged hereinafter.

2 13. Plaintiff is informed and believes, and based thereupon alleges, that at all times
3 relevant hereto, Defendants, and each of them, were the agents, employees, managing agents,
4 supervisors, conspirators, parent corporation, joint employers, alter ego, and/or joint ventures of
5 the other Defendants, and each of them, and in doing the things alleged herein, were acting at least
6 in part within the course and scope of said agency, employment, conspiracy, joint employment,
7 alter ego status, and/or joint venture and with the permission and consent of each of the other
8 Defendants.

9 14. Plaintiff is informed and believes, and based thereupon alleges, that Defendants,
10 and each of them, including those Defendants named DOES 1-50, acted in concert with one
11 another to commit the wrongful acts alleged therein, and aided, abetted, incited, compelled, and/or
12 coerced one another in the wrongful acts alleged herein, and/or attempted to do so. Plaintiff is
13 further informed and believes, and based thereupon alleges, that the Defendants, and each of them,
14 including those Defendants named as DOES 1-50, formed and executed a conspiracy or common
15 plan pursuant to which they would commit the unlawful acts alleged herein, with all such acts
16 alleged herein done as part of and pursuant to said conspiracy, intended to and actually causing
17 Plaintiff harm.

18 15. Whenever and wherever reference is made in this Complaint to any act or failure
19 to act by a Defendant or co-Defendant, such allegations and references shall also be deemed to
20 mean the acts and/or failures to act by each Defendant acting individually, jointly, and severally.

21 JURISDICTION

22 16. This Court has jurisdiction over Plaintiff's and Class Members' claims under Labor
23 Code §§ 201-203, 226, 510, 512, 558, 1194, 2802, Wage Orders, and the UCL, Bus. & Prof. Code
24 §§ 17203 and 17204.

25 17. The amount in controversy for Plaintiff, including claims for civil penalties and pro
26 rata share of attorneys' fees, is less than seventy-five thousand dollars (\$75,000).

27 ///

28 ///

VENUE

18. Venue is proper in Los Angeles County pursuant to Cal. Civ. Proc. Code §§ 395 (a) 395.5. Plaintiff resides in Los Angeles County. Defendant does business in Los Angeles County. Defendants employed Plaintiff to perform field work in different parts of California including in Los Angeles County, and the majority of the actions giving rise to this action took place in Los Angeles County.

ALTER EGO, AGENCY, AND JOINT EMPLOYER

19. Plaintiff is informed and believes, and based thereon alleges, that there exists such a unity of interest and ownership between Defendants and DOES 1-50 that the individuality and separateness of Defendants have ceased to exist.

20. Plaintiff is informed and believes, and based thereon alleges, that despite the formation of purported corporate existence, DOES 1-50 are, in reality, one and the same as Defendants, including, but not limited to because:

a. Defendants are completely dominated and controlled by DOES 1-50, who personally violated the laws as set forth in this complaint, and who have hidden and currently hid behind Defendants to circumvent statutes or accomplish some other wrongful or inequitable purpose.

b. DOES 1-50 derive actual and significant monetary benefits by and through Defendants' unlawful conduct, and by using Defendants as the funding source for their own personal expenditures.

c. Plaintiff is informed and believes that Defendants and DOES 1-50, while really one and the same, were segregated to appear as though separate and distinct for purposes of circumventing a statute or accomplishing some other wrongful or inequitable purpose.

d. Plaintiff is informed and believes that Defendants do not comply with all requisite corporate formalities to maintain a legal and separate corporate existence.

e. Plaintiff is informed and believes, and based thereon alleges, that the business affairs of Defendants and DOES 1-50 are, and at all times relevant were, so mixed and intermingled that the same cannot reasonably be segregated, and the same are in inextricable

1 confusion. Defendants are, and at all times relevant hereto were, used by DOES 1-50 as a mere
 2 shell and conduit for the conduct of certain of Defendants' affairs, and are, and were, the alter ego
 3 of DOES 1-50. The recognition of the separate existence of Defendants would not promote
 4 justice, in that it would permit Defendants to insulate themselves from liability to Plaintiff for
 5 violations of the Government Code, Labor Code, and other statutory violations. The corporate
 6 existence of Defendants and DOES 1-50 should be disregarded in equity and for the ends of
 7 justice because such disregard is necessary to avoid fraud and injustice to Plaintiff herein.

8 21. Accordingly, Defendants constitute the alter ego of DOES 1-50, and the fiction of
 9 their separate corporate existence must be disregarded.

10 22. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
 11 thereon alleges that Defendant and DOES 1-50 are Plaintiff's joint employers by virtue of a joint
 12 enterprise, and that Plaintiff was an employee of Defendants and DOES 1-50. Plaintiff performed
 13 services for each and every one of Defendants, and to the mutual benefit of all Defendants, and all
 14 Defendants shared control of Plaintiff as an employee, either directly or indirectly, in the manner
 15 in which Defendants' business was and is conducted.

16 **FACTUAL ALLEGATIONS COMMON TO ALL CLAIMS**

17 23. L&R was founded in 1956 and is headquartered in Brooklyn, New York. According
 18 to its website, L&R "has been a leading national distributor within the supermarket, drug,
 19 independent and mass classes trade across the U.S. for over 60 years." It was founded as a general
 20 merchandise and specialty distributor, and now manages over 37,000 general merchandise and
 21 health, beauty and wellness, and cosmetics stock keeping units (SKUs). L&R also "provides retail
 22 merchandising services, focusing on helping retail partners to reduce costs, improve the customer
 23 experience, and increased sales."

24 24. Throughout the Class Period, Plaintiff and Class Members served in non-exempt,
 25 hourly work.

26 25. Defendants altered the time sheets for Plaintiff and Class Members, did not provide
 27 them with legally mandated meal and rest breaks, and did not pay them at a rate equal to the
 28 minimum wage. Additionally, Plaintiff and Class Members were not reimbursed for a reasonable

1 percentage of business expenses.

2 26. Plaintiff and Class Members were required to log their time through a time clock
3 application on their tablets on a daily basis. Based on Plaintiff's own experience and observations,
4 L&R employed dozens if not hundreds of similarly situated employees who likewise used this app
5 and were underpaid.

6 27. As a result of this conduct, Defendant regularly provided inaccurate wage
7 statements to Plaintiff and Class Members by providing wage statements that inaccurately
8 reflected the total number of hours worked and the total wages owed to them.

9 28. Defendants denied Plaintiff and the Waiting Time Subclass all wages owed to them
10 upon termination, because Defendant failed to pay them all money withheld from them and they
11 were paid less than a minimum wage.

12 **CLASS ACTION ALLEGATIONS**

13 29. Plaintiff brings this class action pursuant to Cal. Civ. Proc. Code § 382 on behalf
14 of the Class and Waiting Time Penalty Subclass. Upon information and belief, the members of the
15 Class and Waiting Time Penalty Subclass are so numerous that joinder of all members is
16 impractical.

17 30. Plaintiff's claims are typical of the claims of the members of the Class and Waiting
18 Time Penalty Subclass because Plaintiff was an employee of Defendant who was (a) not authorized
19 to take meal breaks for the duration of Plaintiff's employment; (b) was not paid a premium rate
20 for denied meal breaks for the duration of Plaintiff's employment; (c) was provided with inaccurate
21 wage statements; and (d) was not paid all wages due at termination.

22 31. Plaintiff will fairly and adequately represent the interests of the Class and Waiting
23 Time Penalty Subclass. Plaintiff has no conflict of interest with any member of the Class and
24 Waiting Time Penalty Subclass. Plaintiff has retained competent and experienced counsel in
25 complex class action litigation. Plaintiff's counsel has the expertise and financial resources to
26 adequately represent the interests of the Class and Waiting Time Penalty Subclass.

27 32. Common questions of law and fact exist as to all members of the Class and the
28 Waiting Time Penalty Subclass and predominate over any questions solely affecting individual

1 members of the Class and Subclass. Among the questions of law and fact common to the Plaintiff
 2 and the Class and Subclass are the following:

- 3 a. Whether the Class Members are non-exempt employees, entitled to at least
 4 minimum wage for all hours worked, entitled to paid off-duty rest and meal
 5 breaks, and/or entitled to separate and hourly premium pay for their time spent
 6 working on meal and rest breaks;
- 7 b. Whether Defendant violated Labor Code § 226(a) and 226.2 by failing to issue
 8 accurate itemized wage statements to Wage Statement Subclass Members;
- 9 c. Whether Defendant's violation of Labor Code § 226(a) was knowing and
 10 intentional;
- 11 d. Whether Wage Statement Subclass Members suffered injury for the purposes
 12 of Labor Code § 226(e);
- 13 e. Whether Defendant violated Labor Code § 203 by failing to pay Waiting Time
 14 Penalty Subclass for all of their wages due to them upon separation of their
 15 employment, including the wages owed to them for Defendant's failure to
 16 provide meal periods;
- 17 f. Whether these violations constitute unfair, unlawful, and fraudulent business
 18 practices, in violation of UCL;
- 19 g. Whether Plaintiff and Class Members are entitled to restitution under Bus. &
 20 Prof. Code § 17200 et seq. for uncompensated wages, unpaid premium pay, and
 21 unreimbursed Cell Phone Business Expenses;
- 22 h. The proper formula(s) for calculating damages, interest, and restitution owed to
 23 Plaintiff and the Class and Subclass Members; and
- 24 i. Whether the Class is entitled to declaratory relief.

25 33. Class action treatment is superior to any alternative to ensure the fair and efficient
 26 adjudication of the controversy alleged herein. Such treatment will permit a large number of
 27 similarly situated persons to prosecute their common claims in a single forum simultaneously,
 28 efficiently, and without duplication of effort and expense that numerous individual actions would

entail. No difficulties are likely to be encountered in the management of this class action that would preclude its maintenance as a class action, and no superior alternative exists for the fair and efficient adjudication of this controversy. Class Members are readily identifiable from Defendant's employee rosters and/or payroll records.

34. Defendant's actions are generally applicable to the entire Class. Prosecution of separate actions by individual members of each Class creates the risk of inconsistent or varying adjudications of the issues presented herein, which, in turn, would establish incompatible standards of conduct for Defendant.

35. Because joinder of all members is impractical, a class action is superior to other available methods for the fair and efficient adjudication of this controversy. Furthermore, the amounts at stake for many members of each Class, while substantial, may not be sufficient to enable them to maintain separate suits against Defendant.

FIRST CAUSE OF ACTION AGAINST ALL DEFENDANTS

Failure to Provide Meal Periods

(California Labor Code §§ 226.7, 512, and applicable Wage Orders)

36. Plaintiff re-alleges, on behalf of herself and Class Members, each and every paragraph of this Complaint as though fully set forth.

37. Defendants failed to provide meal periods as required by Labor Code §§ 226.7, 512 and applicable Wage Orders.

38. Defendant discouraged Plaintiff and Class Members from clocking out for meal breaks with instructions to remain on the clock, effectively denying their legally mandated breaks.

39. Plaintiff and Class Members worked in excess of five hours a day without being provided at least half hour meal periods in which they were relieved of their duties, as required by Labor Code §§ 226.7 and 512 and applicable Wage Orders. See *Brinker Restaurant Corp., et al. v. Superior Court* (2012) 53 Cal. 4th 1004, 1040-41 ("The employer satisfies this obligation if it relieves its employees of all duty, relinquishes control over their activities and permits them a reasonable opportunity to take an uninterrupted 30-minute period, and does not impede or discourage them from doing so . . . [A] first meal period [is] required no later than the end of an

1 employee's fifth hour of work, and a second meal period [is required] no later than the end of an
2 employee's 10th hour of work.”).

3 40. Because Defendants failed to provide proper meal periods, it is liable to Plaintiff
4 and Class Members for one hour of additional pay at the regular rate of compensation for each
5 work day that the proper meal periods were not provided, pursuant to Labor Code §§ 226.7 and
6 512 and applicable Wage Orders, as well as interest thereon, plus reasonable attorneys’ fees and
7 costs of suit pursuant to Civil Procedure Code § 1021.5.

8 41. Plaintiff, on behalf of herself and Class Members, also requests further relief as
9 described below.

10 **SECOND CAUSE OF ACTION AGAINST ALL DEFENDANTS**

11 Failure to Provide Rest Periods

12 (California Labor Code § 226.7 and applicable Wage Orders)

13 42. Plaintiff re-alleges, on behalf of herself and Class Members, each paragraph of this
14 Complaint as though fully set forth.

15 43. Defendant failed to provide the rest periods that are required by applicable Wage
16 Orders. See Brinker, 53 Cal. 4th 1004 at 1029 (“Employees are entitled to 10 minutes rest for shifts
17 from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to
18 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on.”).

19 44. Because Defendant failed to provide proper rest periods, it is liable to Plaintiff and
20 Class Members for one hour of additional pay at the regular rate of compensation for each workday
21 that the proper rest periods were not provided, pursuant to Labor Code § 226.7 and applicable
22 Wage Orders, as well as interest thereon, plus reasonable attorneys’ fees and costs of suit pursuant
23 to Civil Procedure Code § 1021.5.

24 45. Plaintiff, on behalf of herself and Class Members, also requests relief as described
25 below.

26 ///

27 ///

28 ///

THIRD CAUSE OF ACTION AGAINST ALL DEFENDANTS

Failure to Pay Minimum Wage

(California Labor Code §§ 1194, 1194.2, 1197, 1197.1)

46. Plaintiff re-alleges, on behalf of herself and Class Members, each and every paragraph of this Complaint as though fully set forth.

47. Pursuant to California Labor Code §§ 1194 and 1197 payment to an employee of less than the applicable minimum wage for all hours worked in a payroll period is unlawful.

48. Defendant failed to pay Plaintiff and Class members minimum wages for all hours worked by, among other things: failing to pay Plaintiff and Class Members for all hours worked during the workday, requiring, permitting, or suffering Plaintiff to work through meal and rest breaks; failing to properly maintain Plaintiff's records; failing to provide accurate itemized wage statements to Plaintiff for each pay period; and other methods to be discovered.

49. Defendants' conduct described herein violates Labor Code sections 1194, 1197, and IWC Wage Orders.

50. As a proximate result of the aforementioned violations, Plaintiff has been damaged in an amount according to proof at trial. Therefore, pursuant to California Labor Code sections 1194, 1194.2, 1197, 1197.1, and other applicable provisions under the Labor Code and IWC Wage Orders, Plaintiff is entitled to recover all wages earned and due, plus interest, liquidated damages, penalties, attorney's fees, expenses, and costs of suit.

51. Plaintiff is informed and believes and thereon alleges that the actions of Defendants' employees, officers, directors, and/or managing agents were undertaken with the prior approval, consent, and authorization of all other Defendants and were subsequently authorized and ratified by them as well as by and through their officers, directors, and/or managing agents.

FOURTH CAUSE OF ACTION AGAINST ALL DEFENDANTS

Failure to Reimburse for Business Expenses

(California Labor Code § 2802)

52. Plaintiff re-alleges, on behalf of herself and Class Members, each and every paragraph of this Complaint as though fully set forth.

1 53. At all times relevant to this action, Defendant was an employer who regularly
2 employed five or more persons within the meaning of California Government Code § 12926(d).

3 54. At all times relevant to this action, Plaintiff and Class Members were employed by
4 Defendant.

5 55. At all times relevant to this action, Defendant was required to reimburse Plaintiff
6 for mileage and other reasonable and necessary business expenses in connection with his
7 employment with Defendant.

8 56. Plaintiff and Class Members used their own mobile phones and mileage in
9 performing their required tasks.

10 57. Defendant failed to reimburse Defendant for mileage and other reasonable and
11 necessary business expenses as required by California Labor Code § 2802.

12 58. Plaintiff and Class Members incurred expenses as a result of Defendant's failure to
13 reimburse necessary business expense that they were entitled to recover.

14 59. Plaintiff, on behalf of herself and Class Members, also requests relief as described
15 below.

16 **FIFTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**

17 Failure to Furnish Timely and Accurate Itemized Wage Statements

18 (California Labor Code § 226.7 and applicable Wage Orders)

19 60. Plaintiff re-alleges, on behalf of herself and Class Members, each paragraph of this
20 Complaint as though fully set forth.

21 61. In violation of Labor Code § 226(a), Defendant did not provide Plaintiff or Class
22 Members with accurate itemized wage statements in writing showing: (1) all applicable hourly
23 rates in effect during each respective pay period and the corresponding number of hours worked
24 by each respective individual; (2) number of hours worked; (3) gross wages earned; (4) net wages
25 earned; (5) all deductions; (6) inclusive dates of the period for which the employee is paid; (7) the
26 employee identification or social security number; and, (8) the name and address of the legal entity
27 that is the employer.

28 62. As a result of Defendant's failure to provide accurate itemized wages statements,

1 Plaintiff and Class Members suffered actual damages and harm by being unable to determine their
 2 applicable hourly rate for each pay period, which prevented them from becoming aware of these
 3 violations and asserting their statutory protections under California law.

4 63. Defendant knowingly and intentionally failed to comply with Labor Code § 226(a)
 5 on each and every wage statement provided to Plaintiff and Class and Subclass Members.

6 64. Pursuant to Labor Code § 226(e), Plaintiff and Class Members are entitled to
 7 recover the greater of all actual damages or fifty dollars (\$50.00) for the initial pay period in which
 8 a violation occurs and one hundred dollars (\$100.00) per employee for each violation in a
 9 subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000.00).

10 65. Plaintiff and Class Members are entitled to an award of costs and reasonable
 11 attorneys' fees under Labor Code § 226(h).

12 66. Plaintiff, on behalf of herself and Class Members, also requests relief as described
 13 below.

14 **SIXTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**

15 **Failure to Pay All Compensation Due During Employment**

16 (California Labor Code § 204)

17 67. Plaintiff re-alleges, on behalf of herself and Class Members, each paragraph of this
 18 Complaint as though fully set forth

19 68. Pursuant to California Labor Code Section 204, for all labor performed between the
 20 1st and 15th days of any calendar month, Defendants are required to pay their nonexempt
 21 employees between the 16th and 26th day of the month during which the labor was performed.
 22 California Labor Code Section 204 also provides that for all labor performed between the 16th and
 23 26th days of any calendar month, Defendants are required to pay their nonexempt employees
 24 between the 1st and 15th day of the following calendar month. In addition, California Labor Code
 25 Section 204 provides that all wages earned for labor in excess of the normal work period shall be
 26 paid no later than the payday of the next regular payroll period.

27 69. Defendants knowingly and willfully failed to pay Plaintiff and Class Members all
 28

1 wages earned and owed to them when due as required by California Labor Code Section 204.

2 70. Pursuant to California Labor Code Section 210, failure to pay the wages of each
3 employee as provided in Labor Code Section 204 subjects Defendants to a statutory penalty of:
4 (1) one hundred dollars (\$100.00) for each failure to pay each employee for each initial violation;
5 and (2) two hundred dollars (\$200.00) for each failure to pay each employee, plus twenty-five
6 percent (25%) of the amount unlawfully withheld, for each subsequent violation.

7 71. Defendants' conduct as described herein violates California Labor Code Section
8 204. As a proximate result of the aforementioned violations, Plaintiff and Class Members have
9 been damaged in an amount according to proof at trial. Therefore, pursuant to California Labor
10 Code Sections 200, 210, 226, 558 and other applicable provisions under the Labor Code and IWC
11 Wage Orders, Plaintiff and Class Members are entitled to recover the unpaid balance of wages due
12 and owed to them by Defendants, plus interest, statutory penalties, attorneys' fees, expenses, and
13 costs of suit.

14 **SEVENTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**

15 Failure to Pay All Compensation Due Upon Discharge

16 (California Labor Code §§ 201-203)

17 72. Plaintiff re-alleges, on behalf of herself and Class Members, each paragraph of this
18 Complaint as though fully set forth.

19 73. California Labor Code §§ 201 and 202 require Defendant to pay all compensation
20 due and owing to former employees immediately upon discharge or within seventy-two hours of
21 their termination of employment. California Labor Code § 203 provides that if an employer
22 willfully fails to pay compensation promptly upon discharge or resignation, as required by Sections
23 201 and 202, then the employer is liable for such "waiting time" penalties in the form of continued
24 compensation up to thirty workdays.

25 74. Defendant willfully failed to pay Plaintiff and Class Members who are no longer
26 employed by Defendant compensation due upon termination as required by California Labor Code
27 §§ 201 and 202. As a result, Defendant is liable to Plaintiff and Waiting Time Class Members
28 waiting time penalties provided under California Labor Code § 203, plus reasonable attorneys'

1 fees and costs of suit.

2 75. Plaintiff, on behalf of herself and Class Members, also requests relief as described
3 below.

4 **EIGHTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**

5 Failure to Pay Wages for All Hours Worked

6 (Cal. Labor Code §§ 1194 and 1197)

7 76. Plaintiff re-alleges, on behalf of herself and Class Members, each paragraph of this
8 Complaint as though fully set forth.

9 77. California Labor Code §§ 1194, 1197, and applicable Wage Orders entitle non-
10 exempt employees to be paid for all hours worked. All hours must be paid at the statutory or agreed
11 rate and no part of this rate may be used as a credit against a minimum wage obligation.

12 78. Plaintiff and Class Members regularly worked “off the clock” as required by
13 Defendant, and they were not paid any wages for this time worked. Defendant unlawfully failed
14 to pay Plaintiff and Class Members the proper compensation for these hours.

15 79. As a result of these violations, Defendants is liable for unpaid wages, interest
16 thereon, and attorneys’ fees and costs.

17 80. Plaintiff, on behalf of herself and Class Members, also requests relief as described
18 below.

19 **NINTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**

20 Unfair Business Practices in Violation of California

21 (Bus. & Prof. Code §§ 17200 *et seq.*)

22 81. Plaintiff re-alleges, on behalf of herself and Class Members, each paragraph of this
23 Complaint as though fully set forth.

24 82. Plaintiff brings this cause of action individually and as a representative of all others
25 subject to Defendant’s unlawful acts and practices.

26 83. Business and Professions Code § 17200 prohibits unfair competition in the form of
27 any unlawful, unfair, or fraudulent business act or practice. Business and Professions Code § 17204
28 allows “any person who has suffered injury in fact and has lost money or property” to prosecute a

1 civil action for violation of the Unfair Competition Law.

2 84. Defendant committed unlawful, unfair, and/or fraudulent business acts and
3 practices as defined by Business and Professions Code § 17200 by failing to pay wages for missed
4 meal and rest periods.

5 85. The above-described unlawful actions of Defendant constitute false, unfair,
6 fraudulent and/or deceptive business practices, within the meaning of Business and Professions
7 Code § 17200, et seq.

8 86. As a result of its unlawful acts, Defendant reaped unfair benefits and illegal profits
9 at the expense of Plaintiff, and the Class she seeks to represent. Defendant should be enjoined from
10 this activity, caused to specifically perform its obligations, and made to disgorge these ill-gotten
11 gains and pay restitution to Plaintiff and the members of the Class including, but not limited to,
12 restitution of all unpaid wages, plus interest, as well as attorneys' fees and costs.

13 87. Plaintiff, on behalf of herself and Class Members, also request relief as described
14 below.

15 PRAYER FOR RELIEF

16 WHEREFORE, Plaintiff, individually and on behalf of the proposed Class and Subclass,
17 prays for judgment against Defendants, and each of them, in an amount according to proof, as
18 follows:

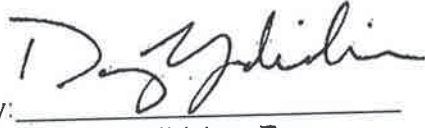
- 19 A. Certification of Plaintiff's claims as a class action, pursuant to Cal. Code of Civ. Pro.
20 Section 382, on behalf of the proposed class;
- 21 B. That the Court declare that Defendant's policies and/or practices of refusing to provide
22 meal periods and pay resulting premium (penalty) pay to Plaintiff and the Class Members
23 violated California law;
- 24 C. That the Court declare that Defendant's policies and/or practices of providing inaccurate
25 itemized wage statements to Plaintiff and the Class Members violated California law;
- 26 D. That the Court declare that Defendant's policies and/or practices of refusing to pay all
27 wages due and owing to Plaintiff and the Waiting Time Class Members promptly upon
28 termination violated California law;

- 1 E. For a money judgment representing compensatory damages including lost wages,
2 earnings, commissions, and other employee benefits, and all other sums of money,
3 together with interest on these amounts; for other special damages; and for general
4 damages for mental pain and anguish and emotional distress;
5 F. For prejudgment interest on each of the foregoing at the legal rate from the date the
6 obligation became due through the date of judgment on this matter;
7 G. For punitive damages pursuant to Civil Code § 3294 in amounts sufficient to punish
8 Defendants for wrongful conduct alleged herein and to deter such conduct in the future;
9 H. For pre- and post-judgment interest;
10 I. For reasonable attorneys' fees and costs;
11 J. For penalties as required by law; and
12 K. For all such other and further relief that the court may deem just and proper.

13
14
15 DATED: March 14, 2024

Respectfully Submitted,

LABOR LAW PC

16
17
18 By: 

Danny Yadidsion, Esq.

Attorneys for Plaintiff

REBECCA RYHAL, individually and on
behalf of the putative class

DEMAND FOR TRIAL BY JURY

Plaintiff hereby demands a jury trial of all causes of action and claims with respect to which Plaintiff has a right to jury trial.

DATED: March 14, 2024

LABOR LAW PC



By: _____

Danny Yadidsion, Esq.

Attorneys for Plaintiff

REBECCA RYHAL, individually and on
behalf of the putative class

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):

Labor Law PC

Danny Yadidsion, SBN 260282
100 Wilshire Blvd., Suite 100
Santa Monica, CA 90401

TELEPHONE NO.: (310) 494-6082

FAX NO.:

ATTORNEY FOR (Name): Plaintiff Rebecca Ryhal

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

STREET ADDRESS: 312 N Spring Street

MAILING ADDRESS: 312 N Spring Street

CITY AND ZIP CODE: Los Angeles 90012

BRANCH NAME: SPRING STREET COURTHOUSE

CASE NAME:

Rebecca Ryhal v. L. & R. Distributors, Inc., et al.

Electronically FILED by
Superior Court of California,
County of Los Angeles
3/14/2024 3:10 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By J. Gnade, Deputy Clerk

CASE NUMBER:

24STCV06416

JUDGE:

DEPT:

CIVIL CASE COVER SHEET

- ☒ Unlited (Amount demanded exceeds \$25,000) ☐ Limited (Amount demanded is \$25,000 or less)

Complex Case Designation

- ☐ Counter ☐ Joinder
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort

- ☐ Auto (22)
☐ Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

- ☐ Asbestos (04)
☐ Product liability (24)
☐ Medical malpractice (45)
☐ Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort

- ☐ Business tort/unfair business practice (07)
☐ Civil rights (08)
☐ Defamation (13)
☐ Fraud (16)
☐ Intellectual property (19)
☐ Professional negligence (25)
☐ Other non-PI/PD/WD tort (35)

Employment

- ☐ Wrongful termination (36)
☒ Other employment (15)

Contract

- ☐ Breach of contract/warranty (06)
☐ Rule 3.740 collections (09)
☐ Other collections (09)
☐ Insurance coverage (18)
☐ Other contract (37)

Real Property

- ☐ Eminent domain/Inverse condemnation (14)
☐ Wrongful eviction (33)
☐ Other real property (26)

Unlawful Detainer

- ☐ Commercial (31)
☐ Residential (32)
☐ Drugs (38)

Judicial Review

- ☐ Asset forfeiture (05)
☐ Petition re: arbitration award (11)
☐ Writ of mandate (02)
☐ Other judicial review (39)

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)

- ☐ Antitrust/Trade regulation (03)
☐ Construction defect (10)
☐ Mass tort (40)
☐ Securities litigation (28)
☐ Environmental/Toxic tort (30)
☐ Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment

- ☐ Enforcement of judgment (20)

Miscellaneous Civil Complaint

- ☐ RICO (27)
☐ Other complaint (not specified above) (42)

Miscellaneous Civil Petition

- ☐ Partnership and corporate governance (21)
☐ Other petition (not specified above) (43)

2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- a. ☐ Large number of separately represented parties d. ☐ Large number of witnesses
b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
c. ☐ Substantial amount of documentary evidence f. ☐ Substantial postjudgment judicial supervision
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): Nine (9)
5. This case ☒ is ☐ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: March 14, 2024
Danny Yadidsion, Esq.

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES**Auto Tort**

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller
Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor
Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

SHORT TITLE Rebecca Ryhal v. L. & R. Distributors, Inc., et al.	CASE NUMBER
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CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court

Step 1: After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

Step 2: In Column B, check the box for the type of action that best describes the nature of the case.

Step 3: In Column C, circle the number which explains the reason for the court filing location you have chosen.

Applicable Reasons for Choosing Courthouse Location (Column C)

1. Class Actions must be filed in the Stanley Mosk Courthouse, Central District.	7. Location where petitioner resides.
2. Permissive filing in Central District.	8. Location wherein defendant/respondent functions wholly.
3. Location where cause of action arose.	9. Location where one or more of the parties reside.
4. Location where bodily injury, death or damage occurred.	10. Location of Labor Commissioner Office.
5. Location where performance required, or defendant resides.	11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection).
6. Location of property or permanently garaged vehicle.	

	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
Auto Tort	Auto (22)	☐ 2201 Motor Vehicle – Personal Injury/Property Damage/Wrongful Death	1, 4
	Uninsured Motorist (46)	☐ 4601 Uninsured Motorist – Personal Injury/Property Damage/Wrongful Death	1, 4
Other Personal Injury/ Property Damage/ Wrongful Death	Other Personal Injury/ Property Damage/ Wrongful Death (23)	☐ 2301 Premise Liability (e.g., dangerous conditions of property, slip/trip and fall, dog attack, etc.)	1, 4
		☐ 2302 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, battery, vandalism, etc.)	1, 4
		☐ 2303 Intentional Infliction of Emotional Distress	1, 4
		☐ 2304 Other Personal Injury/Property Damage/Wrongful Death	1, 4
		☐ 2305 Elder/Dependent Adult Abuse/Claims Against Skilled Nursing Facility	1, 4
		☐ 2306 Intentional Conduct – Sexual Abuse Case (in any form)	1, 4

SHORT TITLE	Rebecca Ryhal v. L. & R. Distributors, Inc., et al.	CASE NUMBER
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	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
		☐ 2307 Construction Accidents	1, 4
		☐ 2308 Landlord – Tenant Habitability (e.g., bed bugs, mold, etc.)	1, 4
Other Personal Injury/ Property Damage/ Wrongful Death	Product Liability (24)	☐ 2401 Product Liability (not asbestos or toxic/ environmental)	1, 4
		☐ 2402 Product Liability – Song-Beverly Consumer Warranty Act (CA Civil Code §§1790-1795.8) (Lemon Law)	1, 3, 5
	Medical Malpractice (45)	☐ 4501 Medical Malpractice – Physicians & Surgeons	1, 4
		☐ 4502 Other Professional Health Care Malpractice	1, 4
Non-Personal Injury/Property Damage/Wrongful Death Tort	Business Tort (07)	☐ 0701 Other Commercial/Business Tort (not fraud or breach of contract)	1, 2, 3
	Civil Rights (08)	☐ 0801 Civil Rights/Discrimination	1, 2, 3
	Defamation (13)	☐ 1301 Defamation (slander/libel)	1, 2, 3
	Fraud (16)	☐ 1601 Fraud (no contract)	1, 2, 3
	Professional Negligence (25)	☐ 2501 Legal Malpractice	1, 2, 3
		☐ 2502 Other Professional Malpractice (not medical or legal)	1, 2, 3
	Other (35)	☐ 3501 Other Non-Personal Injury/Property Damage Tort	1, 2, 3
Employment	Wrongful Termination (36)	☐ 3601 Wrongful Termination	1, 2, 3
	Other Employment (15)	☒ 1501 Other Employment Complaint Case	1, 2, 3
		☐ 1502 Labor Commissioner Appeals	10
Contract	Breach of Contract / Warranty (06) (not insurance)	☐ 0601 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	2, 5
		☐ 0602 Contract/Warranty Breach – Seller Plaintiff (no fraud/negligence)	2, 5
		☐ 0603 Negligent Breach of Contract/Warranty (no fraud)	1, 2, 5
		☐ 0604 Other Breach of Contract/Warranty (no fraud/ negligence)	1, 2, 5
		☐ 0605 Breach of Rental/Lease Contract (COVID-19 Rental Debt)	2, 5
	Collections (09)	☐ 0901 Collections Case – Seller Plaintiff	5, 6, 11
		☐ 0902 Other Promissory Note/Collections Case	5, 11
		☐ 0903 Collections Case – Purchased Debt (charged off consumer debt purchased on or after January 1, 2014)	5, 6, 11
		☐ 0904 Collections Case – COVID-19 Rental Debt	5, 11
	Insurance Coverage (18)	☐ 1801 Insurance Coverage (not complex)	1, 2, 5, 8

SHORT TITLE	Rebecca Ryhal v. L. & R. Distributors, Inc., et al.	CASE NUMBER
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	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
Contract (Continued)	Other Contract (37)	☐ 3701 Contractual Fraud	1, 2, 3, 5
		☐ 3702 Tortious Interference	1, 2, 3, 5
		☐ 3703 Other Contract Dispute (not breach/insurance/fraud/negligence)	1, 2, 3, 8, 9
Real Property	Eminent Domain/ Inverse Condemnation (14)	☐ 1401 Eminent Domain/Condemnation Number of Parcels _____	2, 6
	Wrongful Eviction (33)	☐ 3301 Wrongful Eviction Case	2, 6
	Other Real Property (26)	☐ 2601 Mortgage Foreclosure	2, 6
		☐ 2602 Quiet Title	2, 6
		☐ 2603 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6
Unlawful Detainer	Unlawful Detainer – Commercial (31)	☐ 3101 Unlawful Detainer – Commercial (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer – Residential (32)	☐ 3201 Unlawful Detainer – Residential (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer – Post Foreclosure (34)	☐ 3401 Unlawful Detainer – Post Foreclosure	2, 6, 11
	Unlawful Detainer – Drugs (38)	☐ 3801 Unlawful Detainer – Drugs	2, 6, 11
Judicial Review	Asset Forfeiture (05)	☐ 0501 Asset Forfeiture Case	2, 3, 6
	Petition re Arbitration (11)	☐ 1101 Petition to Compel/Confirm/Vacate Arbitration	2, 5
	Writ of Mandate (02)	☐ 0201 Writ – Administrative Mandamus	2, 8
		☐ 0202 Writ – Mandamus on Limited Court Case Matter	2
		☐ 0203 Writ – Other Limited Court Case Review	2
	Other Judicial Review (39)	☐ 3901 Other Writ/Judicial Review	2, 8
		☐ 3902 Administrative Hearing	2, 8
		☐ 3903 Parking Appeal	2, 8
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	☐ 0301 Antitrust/Trade Regulation	1, 2, 8
	Asbestos (04)	☐ 0401 Asbestos Property Damage	1, 11
		☐ 0402 Asbestos Personal Injury/Wrongful Death	1, 11

SHORT TITLE	Rebecca Ryhal v. L. & R. Distributors, Inc., et al.	CASE NUMBER
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	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
Provisionally Complex Litigation (Continued)	Construction Defect (10)	☐ 1001 Construction Defect	1, 2, 3
	Claims Involving Mass Tort (40)	☐ 4001 Claims Involving Mass Tort	1, 2, 8
	Securities Litigation (28)	☐ 2801 Securities Litigation Case	1, 2, 8
	Toxic Tort Environmental (30)	☐ 3001 Toxic Tort/Environmental	1, 2, 3, 8
	Insurance Coverage Claims from Complex Case (41)	☐ 4101 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
Enforcement of Judgment	Enforcement of Judgment (20)	☐ 2001 Sister State Judgment	2, 5, 11
		☐ 2002 Abstract of Judgment	2, 6
		☐ 2004 Administrative Agency Award (not unpaid taxes)	2, 8
		☐ 2005 Petition/Certificate for Entry of Judgment Unpaid Tax	2, 8
		☐ 2006 Other Enforcement of Judgment Case	2, 8, 9
Miscellaneous Civil Complaints	RICO (27)	☐ 2701 Racketeering (RICO) Case	1, 2, 8
	Other Complaints (not specified above) (42)	☐ 4201 Declaratory Relief Only	1, 2, 8
		☐ 4202 Injunctive Relief Only (not domestic/harassment)	2, 8
		☐ 4203 Other Commercial Complaint Case (non-tort/noncomplex)	1, 2, 8
		☐ 4204 Other Civil Complaint (non-tort/non-complex)	1, 2, 8
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	☐ 2101 Partnership and Corporation Governance Case	2, 8
	Other Petitions (not specified above) (43)	☐ 4301 Civil Harassment with Damages	2, 3, 9
		☐ 4302 Workplace Harassment with Damages	2, 3, 9
		☐ 4303 Elder/Dependent Adult Abuse Case with Damages	2, 3, 9
		☐ 4304 Election Contest	2
		☐ 4305 Petition for Change of Name/Change of Gender	2, 7
		☐ 4306 Petition for Relief from Late Claim Law	2, 3, 8
		☐ 4307 Other Civil Petition	2, 9

SHORT TITLE Rebecca Ryhal v. L. & R. Distributors, Inc., et al.	CASE NUMBER
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Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address, which is the basis for the filing location including zip code. (No address required for class action cases.)

REASON: ☒ 1. ☐ 2. ☐ 3. ☐ 4. ☐ 5. ☐ 6. ☐ 7. ☐ 8. ☐ 9. ☐ 10. ☐ 11			ADDRESS: 312 N Spring St.
CITY: Los Angeles	STATE: CA	ZIP CODE: 90012	

Step 5: Certification of Assignment: I certify that this case is properly filed in the Spring Street Courthouse District of the Superior Court of California, County of Los Angeles [Code of Civ. Proc., 392 et seq., and LASC Local Rule 2.3(a)(1)(E)]

Dated: 03/14/2024



(SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form LASC CIV 109 (01/23).
5. Payment in full of the filing fee, unless there is a court order for waiver, partial or schedule payments.
6. A signed order appointing a Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court to issue a Summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the Summons and Complaint, or other initiating pleading in the case.



Wolters Kluwer

CT Corporation
Service of Process Notification

03/15/2024

CT Log Number 545990505

Service of Process Transmittal Summary

TO: Ed Musantry
L&R DISTRIBUTORS
88 35TH ST STE 4 FL 5
BROOKLYN, NY 11232-2214

RE: Process Served in California

FOR: L & R Distributors Inc. (Domestic State: NY)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: Re: REBECCA RYHAL, individually and on behalf of the putative class // To: L & R Distributors Inc.

CASE #: 24STCV06416

NATURE OF ACTION: Employee Litigation

PROCESS SERVED ON: C T Corporation System, GLENDALE, CA

DATE/METHOD OF SERVICE: By Process Server on 03/15/2024 at 14:24

JURISDICTION SERVED: California

ACTION ITEMS: CT will retain the current log
Image SOP
Email Notification, Ed Musantry emusantry@lrdist.com
Email Notification, Gadi Hill ghill@kleinhill.com
Email Notification, Jonathan Banegas jbanegas@lrdist.com
Email Notification, RYAN TOTEJA rtoteja@platinumequity.com

REGISTERED AGENT CONTACT: C T Corporation System
330 N BRAND BLVD
STE 700
GLENDALE, CA 91203
855-844-0739
ServiceSolutionsTeam@wolterskluwer.com

The information contained in this Transmittal is provided by CT for quick reference only. It does not constitute a legal opinion, and should not otherwise be relied on, as to the nature of action, the amount of damages, the answer date, or any other information contained in the included documents. The recipient(s) of this form is responsible for reviewing and interpreting the included documents and taking appropriate action, including consulting with its legal and other advisors as necessary. CT disclaims all liability for the information contained in this form, including for any omissions or inaccuracies that may be contained therein.



PROCESS SERVER DELIVERY DETAILS

Date:

Fri, Mar 15, 2024

Server Name:

Jimmy Lizama

Entity Served	L&R DISTRIBUTORS INC
Case Number	24STCV06416
Jurisdiction	CA

Inserts		



SUMMONS

(CITACION JUDICIAL)

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

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

L. & R. DISTRIBUTORS, INC., a New York corporation; and DOES 1- 50, Inclusive

YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

REBECCA RYHAL, individually and on behalf of the putative class

Electronically FILED by
Superior Court of California,
County of Los Angeles
3/14/2024 3:10 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By J. Gnade, Deputy Clerk

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

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

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

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

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

CASE NUMBER:
(Número del Caso):

24STCV06416

The name and address of the court is:
(El nombre y dirección de la corte es): County of Los Angeles

Spring Street Courthouse - 312 N Spring St, Los Angeles, CA 90012

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Danny Yadidsion, Esq., 100 Wilshire Blvd., Suite 700, Santa Monica, CA 90401; (310) 494-6082

DATE: March 14, 2024

David W. Slayton, Executive Officer/Clerk of Court

Clerk, by

(Secretario)

J. Gnade

, Deputy

(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]



NOTICE TO THE PERSON SERVED: You are served

- ☐ as an individual defendant.
- ☐ as the person sued under the fictitious name of (specify):
- ☒ on behalf of (specify) L. & R. Distributors, Inc., a New York corporation
under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
- ☐ by personal delivery on (date):

Page 1 of 1

I. (a) PLAINTIFFS (Check box if you are representing yourself ☐)

Rebecca Ryhal, individually and on behalf of the putative class.

DEFENDANTS (Check box if you are representing yourself ☐)

L. & R. Distributors, Inc., a New York corporation; and DOES 1-50, Inclusive

(b) County of Residence of First Listed Plaintiff Los Angeles County

(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant Kings County, NY

(IN U.S. PLAINTIFF CASES ONLY)

(c) Attorneys (Firm Name, Address and Telephone Number) If you are representing yourself, provide the same information.

Danny Yadidsion, Esq.
Labor Law PC
100 Wilshire Blvd., Suite 700
Santa Monica, CA 90401 - (310) 494-6082

Attorneys (Firm Name, Address and Telephone Number) If you are representing yourself, provide the same information.

Robert L. Rosenthal, Esq. & John J. Savage, Esq.
Howard & Howard Attorneys PLLC
Beverly Hills Triangle 1
9595 Wilshire Blvd., Suite 900, Beverly Hills, CA 90212 (424)303-7700**II. BASIS OF JURISDICTION** (Place an X in one box only.)

- ☐ 1. U.S. Government Plaintiff
- ☐ 2. U.S. Government Defendant
- ☐ 3. Federal Question (U.S. Government Not a Party)
- ☒ 4. Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES-For Diversity Cases Only
(Place an X in one box for plaintiff and one for defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|---------------------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | ☒ 1 | ☐ 1 | Incorporated or Principal Place of Business in this State | ☐ 4 | ☐ 4 |
| Citizen of Another State | ☐ 2 | ☒ 2 | Incorporated and Principal Place of Business in Another State | ☐ 5 | ☒ 5 |
| Citizen or Subject of a Foreign Country | ☐ 3 | ☐ 3 | Foreign Nation | ☐ 6 | ☐ 6 |

IV. ORIGIN (Place an X in one box only.)

- ☐ 1. Original Proceeding ☒ 2. Removed from State Court ☐ 3. Remanded from Appellate Court ☐ 4. Reinstated or Reopened ☐ 5. Transferred from Another District (Specify) ☐ 6. Multidistrict Litigation - Transfer ☐ 8. Multidistrict Litigation - Direct File

V. REQUESTED IN COMPLAINT: JURY DEMAND: ☒ Yes ☐ No (Check "Yes" only if demanded in complaint.)**CLASS ACTION under F.R.Cv.P. 23:** ☐ Yes ☒ No **MONEY DEMANDED IN COMPLAINT: \$****VI. CAUSE OF ACTION** (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)
28 U.S.C. Sections 1332, 1441, 1446, 1453. Defendant seeks removal based on diversity Jurisdiction.**VII. NATURE OF SUIT** (Place an X in one box only.)

OTHER STATUTES	CONTRACT	REAL PROPERTY CONT.	IMMIGRATION	PRISONER PETITIONS	PROPERTY RIGHTS
☐ 375 False Claims Act ☐ 376 Qui Tam (31 USC 3729(a)) ☐ 400 State Reapportionment ☐ 410 Antitrust ☐ 430 Banks and Banking ☐ 450 Commerce/ICC Rates/Etc. ☐ 460 Deportation ☐ 470 Racketeer Influenced & Corrupt Org. ☐ 480 Consumer Credit ☐ 485 Telephone Consumer Protection Act ☐ 490 Cable/Sat TV ☐ 850 Securities/Commodities/Exchange ☐ 890 Other Statutory Actions ☐ 891 Agricultural Acts ☐ 893 Environmental Matters ☐ 895 Freedom of Info. Act ☐ 896 Arbitration ☐ 899 Admin. Procedures Act/Review of Appeal of Agency Decision ☐ 950 Constitutionality of State Statutes	☐ 110 Insurance ☐ 120 Marine ☐ 130 Miller Act ☐ 140 Negotiable Instrument ☐ 150 Recovery of Overpayment & Enforcement of Judgment ☐ 151 Medicare Act ☐ 152 Recovery of Defaulted Student Loan (Excl. Vet.) ☐ 153 Recovery of Overpayment of Vet. Benefits ☐ 160 Stockholders' Suits ☐ 190 Other Contract ☐ 195 Contract Product Liability ☐ 196 Franchise REAL PROPERTY ☐ 210 Land Condemnation ☐ 220 Foreclosure ☐ 230 Rent Lease & Ejectment	☐ 240 Torts to Land ☐ 245 Tort Product Liability ☐ 290 All Other Real Property TORTS PERSONAL INJURY ☐ 310 Airplane ☐ 315 Airplane Product Liability ☐ 320 Assault, Libel & Slander ☐ 330 Fed. Employers' Liability ☐ 340 Marine ☐ 345 Marine Product Liability ☐ 350 Motor Vehicle ☐ 355 Motor Vehicle Product Liability ☐ 360 Other Personal Injury ☐ 362 Personal Injury-Med Malpractice ☐ 365 Personal Injury-Product Liability ☐ 367 Health Care/Pharmaceutical Personal Injury Product Liability ☐ 368 Asbestos Personal Injury Product Liability	☐ 462 Naturalization Application ☐ 465 Other Immigration Actions TORTS PERSONAL PROPERTY ☐ 370 Other Fraud ☐ 371 Truth in Lending ☐ 380 Other Personal Property Damage ☐ 385 Property Damage Product Liability BANKRUPTCY ☐ 422 Appeal 28 USC 158 ☐ 423 Withdrawal 28 USC 157 CIVIL RIGHTS ☐ 440 Other Civil Rights ☐ 441 Voting ☐ 442 Employment ☐ 443 Housing/Accommodations ☐ 445 American with Disabilities-Employment ☐ 446 American with Disabilities-Other ☐ 448 Education	Habeas Corpus: ☐ 463 Alien Detainee ☐ 510 Motions to Vacate Sentence ☐ 530 General ☐ 535 Death Penalty Other: ☐ 540 Mandamus/Other ☐ 550 Civil Rights ☐ 555 Prison Condition ☐ 560 Civil Detainee Conditions of Confinement FORFEITURE/PENALTY ☐ 625 Drug Related Seizure of Property 21 USC 881 ☐ 690 Other LABOR ☐ 710 Fair Labor Standards Act ☐ 720 Labor/Mgmt. Relations ☐ 740 Railway Labor Act ☐ 751 Family and Medical Leave Act ☒ 790 Other Labor Litigation ☐ 791 Employee Ret. Inc. Security Act	☐ 820 Copyrights ☐ 830 Patent ☐ 835 Patent - Abbreviated New Drug Application ☐ 840 Trademark ☐ 880 Defend Trade Secrets Act of 2016 (DTSA) SOCIAL SECURITY ☐ 861 HIA (1395ff) ☐ 862 Black Lung (923) ☐ 863 DIWC/DIWW (405 (g)) ☐ 864 SSID Title XVI ☐ 865 RSI (405 (g)) FEDERAL TAX SUITS ☐ 870 Taxes (U.S. Plaintiff or Defendant) ☐ 871 IRS-Third Party 26 USC 7609

VIII. VENUE: Your answers to the questions below will determine the division of the Court to which this case will be initially assigned. This initial assignment is subject to change, in accordance with the Court's General Orders, upon review by the Court of your Complaint or Notice of Removal.

QUESTION A: Was this case removed from state court? ☒ Yes ☐ No If "no," skip to Question B. If "yes," check the box to the right that applies, enter the corresponding division in response to Question E, below, and continue from there.	STATE CASE WAS PENDING IN THE COUNTY OF: ☒ Los Angeles, Ventura, Santa Barbara, or San Luis Obispo ☐ Orange ☐ Riverside or San Bernardino	INITIAL DIVISION IN CACD IS: Western Southern Eastern
--	---	---

QUESTION B: Is the United States, or one of its agencies or employees, a PLAINTIFF in this action? ☐ Yes ☒ No If "no," skip to Question C. If "yes," answer Question B.1, at right.	B.1. Do 50% or more of the defendants who reside in the district reside in Orange Co.? <i>check one of the boxes to the right</i> ➔ ☐ YES. Your case will initially be assigned to the Southern Division. Enter "Southern" in response to Question E, below, and continue from there. ☐ NO. Continue to Question B.2.	B.2. Do 50% or more of the defendants who reside in the district reside in Riverside and/or San Bernardino Counties? (Consider the two counties together.) <i>check one of the boxes to the right</i> ➔ ☐ YES. Your case will initially be assigned to the Eastern Division. Enter "Eastern" in response to Question E, below, and continue from there. ☐ NO. Your case will initially be assigned to the Western Division. Enter "Western" in response to Question E, below, and continue from there.
---	---	--

QUESTION C: Is the United States, or one of its agencies or employees, a DEFENDANT in this action? ☐ Yes ☒ No If "no," skip to Question D. If "yes," answer Question C.1, at right.	C.1. Do 50% or more of the plaintiffs who reside in the district reside in Orange Co.? <i>check one of the boxes to the right</i> ➔ ☐ YES. Your case will initially be assigned to the Southern Division. Enter "Southern" in response to Question E, below, and continue from there. ☐ NO. Continue to Question C.2.	C.2. Do 50% or more of the plaintiffs who reside in the district reside in Riverside and/or San Bernardino Counties? (Consider the two counties together.) <i>check one of the boxes to the right</i> ➔ ☐ YES. Your case will initially be assigned to the Eastern Division. Enter "Eastern" in response to Question E, below, and continue from there. ☐ NO. Your case will initially be assigned to the Western Division. Enter "Western" in response to Question E, below, and continue from there.
---	---	--

QUESTION D: Location of plaintiffs and defendants?	A. Orange County	B. Riverside or San Bernardino County	C. Los Angeles, Ventura, Santa Barbara, or San Luis Obispo County
Indicate the location(s) in which 50% or more of <i>plaintiffs who reside in this district</i> reside. (Check up to two boxes, or leave blank if none of these choices apply.)	☐	☐	☐
Indicate the location(s) in which 50% or more of <i>defendants who reside in this district</i> reside. (Check up to two boxes, or leave blank if none of these choices apply.)	☐	☐	☐

D.1. Is there at least one answer in Column A? ☐ Yes ☒ No If "yes," your case will initially be assigned to the SOUTHERN DIVISION. Enter "Southern" in response to Question E, below, and continue from there. If "no," go to question D2 to the right. ➔	D.2. Is there at least one answer in Column B? ☐ Yes ☒ No If "yes," your case will initially be assigned to the EASTERN DIVISION. Enter "Eastern" in response to Question E, below. If "no," your case will be assigned to the WESTERN DIVISION. Enter "Western" in response to Question E, below. ↓
---	---

QUESTION E: Initial Division? Enter the initial division determined by Question A, B, C, or D above: ➔	INITIAL DIVISION IN CACD Western
--	--

QUESTION F: Northern Counties? Do 50% or more of plaintiffs or defendants in this district reside in Ventura, Santa Barbara, or San Luis Obispo counties?	☐ Yes ☒ No
---	---

IX(a). IDENTICAL CASES: Has this action been previously filed in this court?

☒ NO ☐ YES

If yes, list case number(s): _____

IX(b). RELATED CASES: Is this case related (as defined below) to any civil or criminal case(s) previously filed in this court?

☒ NO ☐ YES

If yes, list case number(s): _____

Civil cases are related when they (check all that apply):

- ☐ A. Arise from the same or a closely related transaction, happening, or event;
- ☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
- ☐ C. For other reasons would entail substantial duplication of labor if heard by different judges.

Note: That cases may involve the same patent, trademark, or copyright is not, in itself, sufficient to deem cases related.

A civil forfeiture case and a criminal case are related when they (check all that apply):

- ☐ A. Arise from the same or a closely related transaction, happening, or event;
- ☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
- ☐ C. Involve one or more defendants from the criminal case in common and would entail substantial duplication of labor if heard by different judges.

X. SIGNATURE OF ATTORNEY

(OR SELF-REPRESENTED LITIGANT): /s/ Robert L. Rosenthal

DATE: 04/15/2024

Notice to Counsel/Parties: The submission of this Civil Cover Sheet is required by Local Rule 3-1. This Form CV-71 and the information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. For more detailed instructions, see separate instruction sheet (CV-071A).

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405 (g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))

EXHIBIT C

**Brian D. Karth**

District Court Executive / Clerk of Court
350 West 1st Street, Suite 4311
Los Angeles, CA 90012-4565

United States District Court
Central District of California
Office of the Clerk

Natasha Alexander-Mingo
Chief Probation & Pretrial Services Officer
255 East Temple Street, Suite 1410
Los Angeles, CA 90012-1565

Benjamin Medina
Chief Deputy of Administration
350 West 1st Street, Suite 4311
Los Angeles, CA 90012-4565

Maya Roy
Chief Deputy of Operations
350 West 1st Street, Suite 4311
Los Angeles, CA 90012-4565

September 10, 2024

Los Angeles County Superior Court
312 N. Spring Street
Los Angeles, CA 90012

Re: Case Number: 2:24-cv-03037-MRA-JC
Previously Superior Court Case No. 24STCV06416
Case Name: Rebecca Ryhal v. L. and R. Distributors Inc. et al

Dear Sir/Madam:

Pursuant to this Court's ORDER OF REMAND issued on 9/10/2024, the above-referenced case is hereby remanded to your jurisdiction.

Attached is a certified copy of the ORDER OF REMAND and a copy of the docket sheet from this Court.

Please acknowledge receipt of the above by signing the enclosed copy of this letter and returning it to the location shown below. Thank you for your cooperation.

United States Courthouse
255 East Temple Street, Suite TS134
Los Angeles, CA 90012

Respectfully,

Clerk, U.S. District Court

By: /s/ Benjamin Moss
Deputy Clerk
Benjamin_Moss@cacd.uscourts.gov

Encls.
cc: Counsel of record

Receipt is acknowledged of the documents described above.

Clerk, Superior Court

Date

By: _____
Deputy Clerk

EXHIBIT D

YVETTE EVANS
c/o DIVERSITY LAW GROUP, P.C.
515. S. Figueroa St., Suite 1250
LOS ANGELES, CALIFORNIA 90071
TELEPHONE (213) 488-6555
FACSIMILE (213) 488-6554

May 17, 2024

VIA ON-LINE FILING WITH LWDA AND CERTIFIED MAIL, RETURN RECEIPT
REQUESTED TO EMPLOYER

California Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
PAGA@dir.ca.gov

Re: *Evans v. L & R Distributors, Inc.*

To Whom It May Concern:

This correspondence shall constitute written notice under Labor Code section 2699.3 of the claims asserted on behalf of myself and all similarly aggrieved employees against my employer, L & R Distributors, Inc. (the "Company"). Specifically, I allege that the Company:

1. Violated Labor Code § 2802 by failing to reimburse me and all similarly situated aggrieved employees for all business-related expenses we incurred. Specifically, we were required to use our own personal vehicles for work-related purposes. However, we were not sufficiently reimbursed for the mileage we incurred for such vehicle usage. Furthermore, we were not reimbursed for any mileage we incurred for the first 20 miles per day and for the last 20 miles per day.

2. Violated Labor Code §§ 201-204, 510, 558, 1194, 1197, 1197.1 by not paying all earned wages, including minimum, regular and overtime wages, to me and other similarly situated aggrieved employees. Specifically, we were not paid wages for all hours worked as the Company did not pay for the first 20 minutes of our drive and did not pay for the last 20 minutes of our drive each day. Further as a result of such violations, the Company violated Labor Code §§ 201-203 by not paying employees all of their wages upon separation of employment due to the underpaid wages and Labor Code § 226(a) as the net/gross wages earned, the total hours worked, and the applicable hours worked/rates shown on the wage statements were inaccurate due to the wage violations set forth above.

The address for the Company is:

L & R Distributors, Inc.
88 35th St.
Building 4, 5th Fl Suite D
Brooklyn, NY 11232

Please contact my attorneys at the address/telephone number listed above if you have any questions regarding this matter.

May 17, 2024
Page 2

Sincerely,

DocuSigned by:

7F254A83C2B841E...
Yvette Evans

cc: L & R Distributors, Inc. (by certified mail)

EXHIBIT E

Service of Process Transmittal Summary

TO: Ed Musantry
L&R DISTRIBUTORS
88 35TH ST STE 4 FL 5
BROOKLYN, NY 11232-2214

RE: Process Served in California

FOR: L. & R. DISTRIBUTORS, INC. (Domestic State: NY)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: Re: YVETTE EVANS, as an individual and on behalf of all others similarly situated // To: L. & R. DISTRIBUTORS, INC.

CASE #: 24CV441287

NATURE OF ACTION: Employee Litigation

PROCESS SERVED ON: C T Corporation System, GLENDALE, CA

DATE/METHOD OF SERVICE: By Process Server on 06/28/2024 at 10:54

JURISDICTION SERVED: California

ACTION ITEMS: CT will retain the current log
Image SOP
Email Notification, Ed Musantry emusantry@lrdist.com
Email Notification, Gadi Hill ghill@kleinhill.com
Email Notification, Jonathan Banegas jbanegas@lrdist.com
Email Notification, RYAN TOTEJA rtoteja@platinumequity.com

REGISTERED AGENT CONTACT: C T Corporation System
330 N BRAND BLVD
STE 700
GLENDALE, CA 91203
855-844-0739
ServiceSolutionsTeam@wolterskluwer.com

The information contained in this Transmittal is provided by CT for quick reference only. It does not constitute a legal opinion, and should not otherwise be relied on, as to the nature of action, the amount of damages, the answer date, or any other information contained in the included documents. The recipient(s) of this form is responsible for reviewing and interpreting the included documents and taking appropriate action, including consulting with its legal and other advisors as necessary. CT disclaims all liability for the information contained in this form, including for any omissions or inaccuracies that may be contained therein.

PROCESS SERVER DELIVERY DETAILS

Date: Fri, Jun 28, 2024
Server Name: GERARDO MARTINEZ

Entity Served	L. & R. DISTRIBUTORS INC.
Case Number	24CV441287
Jurisdiction	CA

Inserts		



SUMMONS (CITACION JUDICIAL)

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

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

L. & R. DISTRIBUTORS INC., a New York corporation; and DOES 1 through 50, inclusive,

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

YVETTE EVANS, as an individual and on behalf of all others similarly situated,

E-FILED
6/17/2024 4:13 PM
Clerk of Court
Superior Court of CA,
County of Santa Clara
24CV441287
Reviewed By: R. Walker
Envelope: 15668167

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

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

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

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

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

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

Superior Court of California, County of Santa Clara
191 N. First Street, San Jose, California 95113

CASE NUMBER:

(Nombre del caso)
24CV441287

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Larry Lee, Diversity Law Group, 515 S. Figueroa St., Ste 1250, Los Angeles, CA 90071, 213-488-6555

DATE: 6/17/2024 4:13 PM
(Fecha)

Clerk of Court

Clerk, by R. Walker
(Secretario)

, Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



NOTICE TO THE PERSON SERVED: You are served

- ☐ as an individual defendant.
- ☐ as the person sued under the fictitious name of (specify):

- ☒ on behalf of (specify): L. & R. DISTRIBUTORS INC., a New York Corporation

- under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):

- ☐ by personal delivery on (date):

E-FILED
6/17/2024 4:13 PM
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County of Santa Clara
24CV441287
Reviewed By: R. Walker

Larry W. Lee (State Bar No. 228175)
Kristen M. Agnew (State Bar No. 247656)
Max W. Gavron (State Bar No. 291697)
Kwanporn "Mai" Tulyathan (State Bar No. 316704)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile
lwlee@diversitylaw.com
kagnew@diversitylaw.com
mgavron@diversitylaw.com
ktulyathan@diversitylaw.com

Attorneys for Plaintiff and the Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

YVETTE EVANS, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

L. & R. DISTRIBUTORS INC., a New
York corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No.: **24CV441287**

CLASS ACTION COMPLAINT FOR:

- (1) **FAILURE TO PAY WAGES;**
- (2) **VIOLATION OF LABOR CODE § 2802;**
- (3) **VIOLATION OF LABOR CODE § 226(a);**
AND
- (4) **VIOLATION OF BUSINESS &
PROFESSIONS CODE § 17200, ET SEQ.**

DEMAND OVER \$25,000.00

Plaintiff Yvette Evans ("Plaintiff") hereby submits this class action complaint
("Complaint") against Defendant L. & R. Distributors Inc. ("Defendant") and Does 1 through 50
(collectively, "Defendants"), on behalf of herself and all other similarly situated current and
former employees of Defendants for penalties and/or damages for violation of the California
Labor Code, and restitution for unfair business practices in violation of Business and Professions
Code section 17200 *et seq.*, as follows:

1 **INTRODUCTION**

2 1. This Complaint is within the Court's jurisdiction under California Labor Code
3 sections 226(a), 510, 558, 1194, 1197, 1197.1, and 2802, California Business and Professions
4 Code section 17200, *et seq.* (the "UCL"), and the applicable Wage Orders of the California
5 Industrial Welfare Commission ("IWC").

6 2. This Complaint challenges systemic illegal employment practices resulting in
7 violations of the California Labor Code and the UCL against individuals who worked for
8 Defendants.

9 3. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
10 jointly and severally, have acted intentionally and with deliberate indifference and conscious
11 disregard to the rights of all employees by failing to pay minimum, regular, and overtime wages
12 for all hours worked, failing to reimburse work-related expenses, and failing to provide accurate
13 itemized wage statements to its employees in the State of California.

14 4. Plaintiff is informed and believes, and based thereon alleges, that Defendants
15 have engaged in, among other things a system of willful violations of the California Labor Code,
16 the UCL, and the applicable IWC Wage Orders, by creating and maintaining policies, practices,
17 and customs that knowingly deny employees the above stated rights and benefits.

18 5. The policies, practices and customs of Defendants described above and below
19 have resulted in unjust enrichment of Defendants and an unfair business advantage over
20 businesses that routinely adhere to the strictures of the California Labor Code and the UCL.

21 **JURISDICTION AND VENUE**

22 6. The Court has jurisdiction over the violations of the California Labor Code
23 sections 226(a), 510, 558, 1194, 1197, 1197.1, and 2802, the UCL, and the applicable IWC
24 Wage Orders.

25 7. Venue is proper in Santa Clara County, because Defendants do business in Santa
26 Clara County and Plaintiff worked for Defendants in Santa Clara County.

27 **PARTIES**

28 8. Plaintiff began working for Defendants in about December 2023 as an hourly,

1 non-exempt employee. Plaintiff is employed as a Senior Field Merchandiser, servicing
2 Defendants' grocery store client sites throughout Northern California.

3 9. Plaintiff was and is the victim of the policies, practices, and customs of Defendant
4 complained of in this action in ways that have deprived her of the rights guaranteed by California
5 Labor Code sections 226(a), 510, 558, 1194, 1197, 1197.1, and 2802, the UCL, and the
6 applicable IWC Wage Orders.

7 10. Plaintiff is informed and believes, and based thereon alleges, that L. & R.
8 Distributors Inc. was and is a New York corporation that distributes cosmetics, healthcare items,
9 household appliances, pet food and accessories, and various other products to grocery stores,
10 drug stores, and various other clients in locations throughout the United States and the State of
11 California, including in Santa Clara County.

12 11. Plaintiff is informed and believes, and based thereon alleges, that at all times
13 herein mentioned Does 1 through 50, are and were corporations, business entities, individuals,
14 and partnerships, licensed to do business and actually doing business in the State of California.
15 As such and based upon all the facts and circumstances incident to Defendants' business,
16 Defendants are subject to the California Labor Code, the IWC Wage Orders, and the UCL.

17 12. Plaintiff does not know the true names or capacities, whether individual, partner,
18 or corporate, of the defendants sued herein as Does 1 through 50, inclusive, and for that reason,
19 said defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this
20 Complaint when the true names and capacities are known. Plaintiff is informed and believes and
21 based thereon alleges that each of said fictitious defendants was responsible in some way for the
22 matters alleged herein and proximately caused Plaintiff and members of the general public and
23 Class to be subject to the illegal employment practices, wrongs, and injuries complained of
24 herein.

25 13. At all times herein mentioned, each of said Defendants participated in the doing
26 of the acts hereinafter alleged to have been done by the named Defendant; and furthermore,
27 Defendants, and each of them, were the agents, servants, and employees of each of the other
28 defendants, as well as the agents of all Defendants, and at all times herein mentioned, were

1 acting within the course and scope of said agency and employment.

2 14. Plaintiff is informed and believes, and based thereon alleges, that at all times
3 material hereto, each of the Defendants named herein was the agent, employee, alter ego, and/or
4 joint venturer of, or working in concert with each of the other co-Defendants and was acting
5 within the course and scope of such agency, employment, joint venture, or concerted activity. To
6 the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the
7 remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting
8 Defendants.

9 15. At all times herein mentioned, Defendants, and each of them, were members of,
10 and engaged in, a joint venture, partnership, and common enterprise, and acting within the course
11 and scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

12 16. At all times herein mentioned, the acts and omissions of various Defendants, and
13 each of them, concurred and contributed to the various acts and omissions of each and all of the
14 other Defendants in proximately causing the injuries and damages as herein alleged. At all times
15 herein mentioned, Defendants, and each of them, ratified each and every act or omission
16 complained of herein. At all times herein mentioned, Defendants, and each of them, aided and
17 abetted the acts and omissions of each and all of the other Defendants in proximately causing the
18 damages as herein alleged.

19 CLASS ACTION ALLEGATIONS

20 17. **Definition:** The named individual Plaintiff seeks class certification, pursuant to
21 California Code of Civil Procedure section 382, of the following class: all current and former
22 non-exempt employees of Defendants in the State of California, who worked during the period
23 of June 17, 2020, through the present (the "Class" or "Class Members").

24 18. **Numerosity and Ascertainability:** The members of the Class are so numerous
25 that joinder of all members would be impractical, if not impossible. The identity of the members
26 of the Class is readily ascertainable by review of Defendants' records, including payroll records.
27 Plaintiff is informed and believes, and based thereon alleges, that Defendants: (a) failed to pay
28 all minimum, regular, and overtime wages owed, in violation of Labor Code sections 510, 558,

1 1194, 1197, and 1197.1; (b) failed to reimburse work-related expenses, in violation of Labor
2 Code section 2802; (c) failed to provide accurate, itemized wage statements, in violation of
3 Labor Code section 226; and (d) engaged in Unfair Business Practices, in violation of the UCL,
4 the California Labor Code, and the applicable IWC Wage Orders.

5 19. **Adequacy of Representation:** The named Plaintiff is fully prepared to take all
6 necessary steps to represent fairly and adequately the interests of the Class defined above.
7 Plaintiff's attorneys are ready, willing, and able to fully and adequately represent the Class and
8 the individual Plaintiff. Plaintiff's attorneys have prosecuted and settled wage-and-hour class
9 actions in the past and currently have a number of wage-and-hour class actions pending in
10 California state and federal courts.

11 20. Defendants uniformly administered a corporate policy and practice of: (a) failing
12 to pay all minimum, regular, and overtime wages owed, in violation of Labor Code sections 510,
13 558, 1194, 1197, and 1197.1; (b) failing to reimburse work-related expenses, in violation of
14 Labor Code section 2802; (c) failing to provide accurate, itemized wage statements, in violation
15 of Labor Code section 226; and (d) engaging in Unfair Business Practices, in violation of the
16 UCL, the California Labor Code, and the applicable IWC Wage Orders.

17 21. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
18 a consistent and uniform policy, practice, and procedure of willfully failing to comply with
19 Labor Code sections 226(a), 510, 558, 1194, 1197, 1197.1, and 2802, the applicable IWC Wage
20 Orders, and the UCL.

21 22. **Common Question of Law and Fact:** There are predominant common questions
22 of law and fact and a community of interest amongst Plaintiff and the claims of the Class
23 concerning Defendants' policy and practice of: (a) failing to pay all minimum, regular, and
24 overtime wages owed, in violation of Labor Code sections 510, 558, 1194, 1197, and 1197.1; (b)
25 failing to reimburse work-related expenses, in violation of Labor Code section 2802; (c) failing
26 to provide accurate, itemized wage statements, in violation of Labor Code section 226; and (d)
27 engaging in Unfair Business Practices, in violation of the UCL, the California Labor Code, and
28 the applicable IWC Wage Orders.

1 23. **Typicality:** The claims of Plaintiff are typical of the claims of all members of the
2 Class in that Plaintiff has suffered the harm alleged in this Complaint in a similar and typical
3 manner as the Class Members. As with other members of the Class, Plaintiff is assigned a
4 territory, or region within California, of Defendants' client sites to manage and/or service.
5 Plaintiff's assigned territory includes client sites in Livermore, Sacramento, Ukiah, and other
6 wide-ranging cities. Plaintiff regularly travels about 500 miles per week to perform her job
7 duties. Given that Defendants do not maintain a home office in California or provide vehicles for
8 employee use, Plaintiff is required to commute from home and drive her own vehicle to and from
9 Defendants' client sites. Despite the extensive travel time required and the necessity of using her
10 own vehicle, Defendants fail to properly pay Plaintiff all hourly wages owed and reimburse all
11 work-related expenses. As a pattern and practice, Defendants deduct 20 miles and 20 minutes of
12 time spent traveling – in each direction – from Plaintiff's daily mileage and Plaintiff's total
13 number of hours worked. Moreover, when Defendants do reimburse mileage, it is done at a rate
14 of 42 cents per mile, which is lower than the IRS standard mileage reimbursement rate. As a
15 result of the underpayment and/or nonpayment of wages and improper reimbursement of work-
16 related expenses, the wage statements provided to Plaintiff display inaccurate net and gross
17 wages earned, number of hours worked for minimum and/or overtime wages, and total hours
18 worked, in violation of Labor Code section 226(a). To date, Plaintiff has yet to receive the
19 underpaid minimum, regular, and overtime wages owed to her. Therefore, Plaintiff is a member
20 of the Class and has suffered the alleged violations of Labor Code sections 226(a), 510, 558,
21 1194, 1197, 1197.1, and 2802, and the UCL.

22 24. The California Labor Code upon which Plaintiff bases these claims are broadly
23 remedial in nature. These laws and labor standards serve an important public interest in
24 establishing minimum working conditions and standards in California. These laws and labor
25 standards protect the average working employee from exploitation by employers who may seek
26 to take advantage of superior economic and bargaining power in setting onerous terms and
27 conditions of employment.

28 25. The nature of this action and the format of laws available to Plaintiff and

1 members of the Class identified herein make the class action format a particularly efficient and
2 appropriate procedure to redress the wrongs alleged herein. If each employee were required to
3 file an individual lawsuit, the corporate defendants would necessarily gain an unconscionable
4 advantage since it would be able to exploit and overwhelm the limited resources of each
5 individual plaintiff with their vastly superior financial and legal resources. Requiring each Class
6 Member to pursue an individual remedy would also discourage the assertion of lawful claims by
7 employees who would be disinclined to file an action against their former and/or current
8 employer for real and justifiable fear of retaliation and permanent damage to their careers at
9 subsequent employment.

10 26. The prosecution of separate actions by the individual Class Members, even if
11 possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect
12 to individual Class Members against Defendants and which would establish potentially
13 incompatible standards of conduct for Defendants, and/or (b) adjudications with respect to
14 individual Class Members which would, as a practical matter, be dispositive of the interest of the
15 other Class Members not parties to the adjudications or which would substantially impair or
16 impede the ability of the Class Members to protect their interests. Further, the claims of the
17 individual members of the Class are not sufficiently large to warrant vigorous individual
18 prosecution considering all of the concomitant costs and expenses.

19 27. Such a pattern, practice, and uniform administration of corporate policy regarding
20 illegal employee compensation described herein is unlawful and creates an entitlement to
21 recovery by Plaintiff and the Class identified herein, in a civil action, for unpaid wages,
22 including interest thereon, applicable penalties, reasonable attorneys' fees, and costs of suit
23 according to the mandate of California Labor Code sections 218.5, 226, and 1194, the applicable
24 IWC Wage Orders, and Code of Civil Procedure section 1021.5.

25 28. Proof of a common business practice or factual pattern, which the named Plaintiff
26 experienced and is representative of, will establish the right of each of the members of the Class
27 to recovery on the causes of action alleged herein.

28 29. The Class is commonly entitled to a specific fund with respect to the

1 compensation illegally and unfairly retained by Defendants. The Class is commonly entitled to
2 restitution of those funds being improperly withheld by Defendants. This action is brought for
3 the benefit of the entire Class and will result in the creation of a common fund.

4 **FIRST CAUSE OF ACTION**

5 **FAILURE TO PAY WAGES**

6 **(BY PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS)**

7 30. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
8 though fully set forth herein.

9 31. The Labor Code and applicable Wage Order requires employers to pay minimum
10 wages for all hours worked, up to 8 hours in a workday and/or 40 hours in a workweek.

11 32. As a pattern and practice, Defendants suffered and permitted employees to work
12 without payment of minimum wages for all hours worked in a workday and workweek for the
13 reasons described above.

14 33. Labor Code sections 510 and 1194 also require an employer to pay employees
15 overtime at a rate of one and one-half the employee's regular rate of pay for any work in excess
16 of 8 hours in a workday or 40 hours in a workweek.

17 34. As a pattern and practice, Defendants suffered and permitted employees to work
18 in excess of 8 hours in a workday and/or over 40 hours in a workweek without overtime pay for
19 the reasons described above.

20 35. Specifically, Defendants failed to pay minimum and overtime wages for all time
21 spent by employees traveling to and from client sites. As a pattern and practice, Defendants
22 regularly deduct 20 minutes of time spent driving to and from client sites – in each direction –
23 from the total number of hours employees worked each day. As such, employees worked at least
24 40 minutes of unpaid time per day.

25 36. Defendants had a uniform corporate pattern and practice and procedure regarding
26 the above practices in violation of Labor Code §§ 510, 558, 1194, 1197, and 1197.1, which
27 require an employer to pay employees all earned regular, minimum, and overtime wages.

28 37. Such a pattern, practice, and uniform administration of corporate policy regarding

1 illegal employee compensation as described herein is unlawful and creates an entitlement to
2 recovery by Plaintiff and the Class identified herein, in a civil action, for the unpaid balance of
3 the full amount of damages owed, including interest thereon, penalties, attorneys' fees, and costs
4 of suit according to the mandate of California Labor Code sections 226, 218.5, 510, 558, 1194,
5 1197, and 1197.1.

6 **SECOND CAUSE OF ACTION**

7 **VIOLATION OF LABOR CODE § 2802**

8 **(BY PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS)**

9 38. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
10 though fully set forth herein.

11 39. This cause of action is brought pursuant to Labor Code section 2802, which
12 provides that employees are entitled to be indemnified for expenses and losses in discharging the
13 duties of their employers.

14 40. At all relevant times, Defendants regularly failed to reimburse and indemnify
15 Plaintiff and Class Members for expenses incurred in the performance of their duties, including,
16 but not limited to, expenses associated with using their personal vehicles, such as mileage, gas,
17 and wear and tear.

18 41. As a matter of practice and policy, Defendants required Plaintiff and Class
19 Members to use their personal vehicles to travel in the course of performing their job duties.
20 Defendants, however, failed to reimburse Plaintiff and Class Members for their vehicle expenses
21 such as all mileage incurred, gas, and wear and tear to their vehicles. As a pattern and practice,
22 Defendants deduct 20 miles from each direction of travel by employees, driving to and from
23 client sites. In addition, when Defendants do reimburse mileage, it is done at a rate of 42 cents
24 per mile, which is less than the IRS standard mileage reimbursement rate.

25 42. Such a pattern, practice, and uniform administration of corporate policy regarding
26 illegal employee compensation as described herein is unlawful and creates an entitlement to
27 recovery by Plaintiff and the Class identified herein, in a civil action, for the unpaid balance of
28 the full amount of damages owed, including interest thereon, penalties, attorneys' fees, and costs

1 of suit according to the mandate of California Labor Code section 2802.

2 **THIRD CAUSE OF ACTION**

3 **VIOLATION OF LABOR CODE § 226**

4 **(BY PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS)**

5 43. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
6 though fully set forth herein.

7 44. Labor Code section 226(a) requires employers to provide itemized wage
8 statements to their employees that identify accurate information regarding their compensation.
9 Defendants, as a matter of policy and practice, failed in its affirmative obligation to provide
10 accurate itemized wage statements to employees, in violation of Labor Code section 226(a).

11 45. As a result of the underpayment and/or nonpayment of minimum, regular, and
12 overtime wages and improper reimbursement of work-related expenses, the wage statements
13 issued to Plaintiff and the Class failed to identify the correct gross wages earned, net wages
14 earned, number of hours worked for minimum and overtime wages, and total hours worked, in
15 violation of Labor Code section 226(a).

16 46. The issuance of inaccurate wage statements caused injury to Plaintiff and the
17 Class under Labor Code section 226(e), as they cannot accurately verify and/or calculate their
18 wages. Without identifying the correct hours worked, net wages earned, or gross wages earned,
19 Plaintiff and similarly situated employees will have no way of verifying the amount of hours
20 they worked each particular pay period or whether they were correctly paid wages for each
21 particular pay period.

22 47. Such a pattern, practice, and uniform administration of corporate policy as
23 described herein is unlawful and creates an entitlement to recovery by the Plaintiff and the Class
24 identified herein, in a civil action, for all damages or penalties pursuant to Labor Code section
25 226, including interest thereon, attorneys' fees, and costs of suit according to the mandate of
26 California Labor Code section 226.

27 //

28 //

1 **FOURTH CAUSE OF ACTION**

2 **VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200, *ET SEQ.***

3 **(BY PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS)**

4 48. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
5 though fully set forth herein.

6 49. Defendants have engaged and continue to engage in unfair and unlawful business
7 practices in California by practicing, employing, and utilizing the employment practices outlined
8 above, including by: (a) failing to pay all minimum, regular, and overtime wages owed, in
9 violation of Labor Code sections 510, 558, 1194, 1197, and 1197.1; and (b) failing to reimburse
10 work-related expenses, in violation of Labor Code section 2802.

11 50. Defendants' utilization of such unfair and unlawful business practices constitutes
12 unfair and unlawful competition and provides an unfair advantage over Defendants' competitors.

13 51. Plaintiff seeks, individually and on behalf of other members of the Class similarly
14 situated, full restitution of monies, as necessary and according to proof, to restore any and all
15 monies withheld, acquired and/or converted by Defendants by means of the unfair practices
16 complained of herein.

17 52. Plaintiff is informed and believes, and based thereon alleges, that at all times
18 herein mentioned Defendants have engaged in unlawful, deceptive, and unfair business practices,
19 as proscribed by California Business & Professions Code section 17200, *et seq.*, including those
20 set forth herein above thereby depriving Plaintiff and other Class Members the minimum
21 working standards and conditions due to them under the California laws as specifically described
22 therein.

23 **PRAYER FOR RELIEF**

24 1. WHEREFORE, Plaintiff prays for judgment for herself and all others on whose
25 behalf this suit is brought against Defendants, jointly and severally, as follows:

26 2. For an order certifying the proposed Class;

27 3. For an order appointing Plaintiff as the representative of the Class as described
28 herein;

1 4. For an order appointing Counsel for Plaintiff as Class Counsel;

2 5. Upon the First Cause of Action, for damages and/or penalties pursuant to
3 California Labor Code sections 510, 558, 1194, 1197, and 1197.1, and for costs and attorneys'
4 fees;

5 6. Upon the Second Cause of Action, or damages and/or penalties pursuant to
6 California Labor Code section 2802;

7 7. Upon the Third Cause of Action, for damages or penalties pursuant to California
8 Labor Code section 226, and for costs and attorneys' fees;

9 8. Upon the Fourth Cause of Action for restitution to Plaintiff and other similarly
10 affected members of the general public of all funds unlawfully acquired by Defendants by means
11 of any acts or practices declared by this Court to be in violation of Business & Professions Code
12 section 17200, *et seq.*, and for costs and attorneys' fees;

13 9. On all causes of action for attorneys' fees and costs as provided by California
14 Labor Code sections 218.5, 226, and 1194, and Code of Civil Procedure section 1021.5; and

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

16 DATED: June 17, 2024

DIVERSITY LAW GROUP, P.C.

17
18 By: 
19 Larry W. Lee
20 Kristen M. Agnew
21 Max W. Gavron
22 Kwanporn "Mai" Tulyathan
23 Attorneys for Plaintiff and the Class
24
25
26
27
28

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Larry W. Lee (SBN 228175) / DIVERSITY LAW GROUP 515 S. Figueroa Street, Suite 1250, Los Angeles, CA 90071		FOR COURT USE ONLY	
TELEPHONE NO.: (213) 488-6555 FAX NO.: (213) 488-6554 EMAIL ADDRESS: kagnew@diversitylaw.com ATTORNEY FOR (Name): Plaintiff Yvette Evans		Electronically Filed by Superior Court of CA, County of Santa Clara, on 6/17/2024 4:13 PM Reviewed By: R. Walker Case #24CV441287 Envelope: 15668167	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA STREET ADDRESS: 191 N. First Street MAILING ADDRESS: CITY AND ZIP CODE: San Jose, CA 95113 BRANCH NAME: Downtown Superior Court		24CV441287	
CASE NAME: Yvette Evans v. L. & R. Distributors Inc.			
CIVIL CASE COVER SHEET ☒ Unlimited (Amount demanded exceeds \$35,000) ☐ Limited (Amount demanded is \$35,000 or less)		Complex Case Designation ☐ Counter ☐ Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	
		JUDGE: DEPT.:	

Items 1–6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort ☐ Auto (22) ☐ Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort ☐ Asbestos (04) ☐ Product liability (24) ☐ Medical malpractice (45) ☐ Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort ☐ Business tort/unfair business practice (07) ☐ Civil rights (08) ☐ Defamation (13) ☐ Fraud (16) ☐ Intellectual property (19) ☐ Professional negligence (25) ☐ Other non-PI/PD/WD tort (35) Employment ☐ Wrongful termination (36) ☒ Other employment (15)	Contract ☐ Breach of contract/warranty (06) ☐ Rule 3.740 collections (09) ☐ Other collections (09) ☐ Insurance coverage (18) ☐ Other contract (37) Real Property ☐ Eminent domain/Inverse condemnation (14) ☐ Wrongful eviction (33) ☐ Other real property (26) Unlawful Detainer ☐ Commercial (31) ☐ Residential (32) ☐ Drugs (38) Judicial Review ☐ Asset forfeiture (05) ☐ Petition re: arbitration award (11) ☐ Writ of mandate (02) ☐ Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403) ☐ Antitrust/Trade regulation (03) ☐ Construction defect (10) ☐ Mass tort (40) ☐ Securities litigation (28) ☐ Environmental/Toxic tort (30) ☐ Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment ☐ Enforcement of judgment (20) Miscellaneous Civil Complaint ☐ RICO (27) ☐ Other complaint (not specified above) (42) Miscellaneous Civil Petition ☐ Partnership and corporate governance (21) ☐ Other petition (not specified above) (43)
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2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|---|
| a. ☐ Large number of separately represented parties
b. ☒ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. ☒ Substantial amount of documentary evidence | d. ☒ Large number of witnesses
e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. ☐ Substantial postjudgment judicial supervision |
|--|---|
3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): Four (4)
5. This case ☒ is ☐ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)
- Date: June 17, 2024
- Larry W. Lee

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

CIVIL LAWSUIT NOTICE

Superior Court of California, County of Santa Clara
191 North First St., San José, CA 95113

ATTACHMENT CV-5012

24CV441287

CASE NUMBER:

PLEASE READ THIS ENTIRE FORM

PLAINTIFF (the person suing): Within 60 days after filing the lawsuit, you must serve each Defendant with the *Complaint*, *Summons*, an *Alternative Dispute Resolution (ADR) Information Sheet*, and a copy of this *Civil Lawsuit Notice*, and you must file written proof of such service.

DEFENDANT (The person sued): You must do each of the following to protect your rights:

1. You must file a **written response** to the *Complaint*, using the proper legal form or format, in the Clerk's Office of the Court, within **30 days** of the date you were served with the *Summons* and *Complaint*;
2. You must serve by mail a copy of your written response on the Plaintiff's attorney or on the Plaintiff if Plaintiff has no attorney (to "serve by mail" means to have an adult other than yourself mail a copy); and
3. You must attend the first Case Management Conference.

Warning: If you, as the Defendant, do not follow these instructions, you may automatically lose this case.

RULES AND FORMS: You must follow the California Rules of Court and the Superior Court of California, County of <CountyName> Local Civil Rules and use proper forms. You can obtain legal information, view the rules and receive forms, free of charge, from the Self-Help Center at 201 North First Street, San José (408-882-2900 x-2926).

- State Rules and Judicial Council Forms: www.courtinfo.ca.gov/forms and www.courtinfo.ca.gov/rules
- Local Rules and Forms: <http://www.sccsuperiorcourt.org/civil/rule1toc.htm>

CASE MANAGEMENT CONFERENCE (CMC): You must meet with the other parties and discuss the case, in person or by telephone at least 30 calendar days before the CMC. You must also fill out, file and serve a *Case Management Statement* (Judicial Council form CM-110) at least 15 calendar days before the CMC.

You or your attorney must appear at the CMC. You may ask to appear by telephone – see Local Civil Rule 8.

Your Case Management Judge is: Hon. Theodore C. Zayner Department: 19

The 1st CMC is scheduled for: (Completed by Clerk of Court)

Date: 11/6/24 Time: 2:30 p.m. in Department: 19

The next CMC is scheduled for: (Completed by party if the 1st CMC was continued or has passed)

Date: _____ Time: _____ in Department: _____

ALTERNATIVE DISPUTE RESOLUTION (ADR): If all parties have appeared and filed a completed *ADR Stipulation Form* (local form CV-5008) at least 15 days before the CMC, the Court will cancel the CMC and mail notice of an ADR Status Conference. Visit the Court's website at www.sccsuperiorcourt.org/civil/ADR/ or call the ADR Administrator (408-882-2100 x-2530) for a list of ADR providers and their qualifications, services, and fees.

WARNING: Sanctions may be imposed if you do not follow the California Rules of Court or the Local Rules of Court.

SANTA CLARA COUNTY SUPERIOR COURT ALTERNATIVE DISPUTE RESOLUTION INFORMATION SHEET

Many cases can be resolved to the satisfaction of all parties without the necessity of traditional litigation, which can be expensive, time consuming, and stressful. The Court finds that it is in the best interests of the parties that they participate in alternatives to traditional litigation, including arbitration, mediation, neutral evaluation, special masters and referees, and settlement conferences. Therefore, all matters shall be referred to an appropriate form of Alternative Dispute Resolution (ADR) before they are set for trial, unless there is good cause to dispense with the ADR requirement.

What is ADR?

ADR is the general term for a wide variety of dispute resolution processes that are alternatives to litigation. Types of ADR processes include mediation, arbitration, neutral evaluation, special masters and referees, and settlement conferences, among others forms.

What are the advantages of choosing ADR instead of litigation?

ADR can have a number of advantages over litigation:

- **ADR can save time.** A dispute can be resolved in a matter of months, or even weeks, while litigation can take years.
- **ADR can save money.** Attorney's fees, court costs, and expert fees can be reduced or avoided altogether.
- **ADR provides more participation.** Parties have more opportunities with ADR to express their interests and concerns, instead of focusing exclusively on legal rights.
- **ADR provides more control and flexibility.** Parties can choose the ADR process that is most likely to bring a satisfactory resolution to their dispute.
- **ADR can reduce stress.** ADR encourages cooperation and communication, while discouraging the adversarial atmosphere of litigation. Surveys of parties who have participated in an ADR process have found much greater satisfaction than with parties who have gone through litigation.

What are the main forms of ADR offered by the Court?

Mediation is an informal, confidential, flexible and non-binding process in the mediator helps the parties to understand the interests of everyone involved, and their practical and legal choices. The mediator helps the parties to communicate better, explore legal and practical settlement options, and reach an acceptable solution of the problem. The mediator does not decide the solution to the dispute; the parties do.

Mediation may be appropriate when:

- The parties want a non-adversary procedure
- The parties have a continuing business or personal relationship
- Communication problems are interfering with a resolution
- There is an emotional element involved
- The parties are interested in an injunction, consent decree, or other form of equitable relief

Neutral evaluation, sometimes called "Early Neutral Evaluation" or "ENE", is an informal process in which the evaluator, an experienced neutral lawyer, hears a compact presentation of both sides of the case, gives a non-binding assessment of the strengths and weaknesses on each side, and predicts the likely outcome. The evaluator can help parties to identify issues, prepare stipulations, and draft discovery plans. The parties may use the neutral's evaluation to discuss settlement.

Neutral evaluation may be appropriate when:

- The parties are far apart in their view of the law or value of the case
- The case involves a technical issue in which the evaluator has expertise
- Case planning assistance would be helpful and would save legal fees and costs
- The parties are interested in an injunction, consent decree, or other form of equitable relief

-over-

Arbitration is a less formal process than a trial, with no jury. The arbitrator hears the evidence and arguments of the parties and then makes a written decision. The parties can agree to binding or non-binding arbitration. In binding arbitration, the arbitrator's decision is final and completely resolves the case, without the opportunity for appeal. In non-binding arbitration, the arbitrator's decision could resolve the case, without the opportunity for appeal, unless a party timely rejects the arbitrator's decision within 30 days and requests a trial. Private arbitrators are allowed to charge for their time.

Arbitration may be appropriate when:

- The action is for personal injury, property damage, or breach of contract
- Only monetary damages are sought
- Witness testimony, under oath, needs to be evaluated
- An advisory opinion is sought from an experienced litigator (if a non-binding arbitration)

Civil Judge ADR allows parties to have a mediation or settlement conference with an experienced judge of the Superior Court. Mediation is an informal, confidential, flexible and non-binding process in which the judge helps the parties to understand the interests of everyone involved, and their practical and legal choices. A settlement conference is an informal process in which the judge meets with the parties or their attorneys, hears the facts of the dispute, helps identify issues to be resolved, and normally suggests a resolution that the parties may accept or use as a basis for further negotiations. The request for mediation or settlement conference may be made promptly by stipulation (agreement) upon the filing of the Civil complaint and the answer. There is no charge for this service.

Civil Judge ADR may be appropriate when:

- The parties have complex facts to review
- The case involves multiple parties and problems
- The courthouse surroundings would be helpful to the settlement process

Special masters and referees are neutral parties who may be appointed by the court to obtain information or to make specific fact findings that may lead to a resolution of a dispute.

Special masters and referees can be particularly effective in complex cases with a number of parties, like construction disputes.

Settlement conferences are informal processes in which the neutral (a judge or an experienced attorney) meets with the parties or their attorneys, hears the facts of the dispute, helps identify issues to be resolved, and normally suggests a resolution that the parties may accept or use as a basis for further negotiations.

Settlement conferences can be effective when the authority or expertise of the judge or experienced attorney may help the parties reach a resolution.

What kind of disputes can be resolved by ADR?

Although some disputes must go to court, almost any dispute can be resolved through ADR. This includes disputes involving business matters; civil rights; collections; corporations; construction; consumer protection; contracts; copyrights; defamation; disabilities; discrimination; employment; environmental problems; fraud; harassment; health care; housing; insurance; intellectual property; labor; landlord/tenant; media; medical malpractice and other professional negligence; neighborhood problems; partnerships; patents; personal injury; probate; product liability; property damage; real estate; securities; sports; trade secret; and wrongful death, among other matters.

Where can you get assistance with selecting an appropriate form of ADR and a neutral for your case, information about ADR procedures, or answers to other questions about ADR?

Contact:

Santa Clara County Superior Court
ADR Administrator
408-882-2530

EXHIBIT F

Larry W. Lee (State Bar No. 228175)
Kristen M. Agnew (State Bar No. 247656)
Max W. Gavron (State Bar No. 291697)
Kwanporn “Mai” Tulyathan (State Bar No. 316704)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile
lwlee@diversitylaw.com
kagnew@diversitylaw.com
mgavron@diversitylaw.com
ktulyathan@diversitylaw.com

Attorneys for Plaintiff and the Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

YVETTE EVANS, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

L. & R. DISTRIBUTORS INC., a New
York corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No.: **24CV443823**

**PAGA REPRESENTATIVE ACTION
COMPLAINT FOR:**

**(1) VIOLATION OF LABOR CODE § 2698,
ET SEQ., THE PRIVATE ATTORNEYS
GENERAL ACT**

DEMAND OVER \$25,000.00

1 Plaintiff Yvette Evans (“Plaintiff”) hereby submits this PAGA Representative action
2 complaint (“Complaint”) against Defendant L. & R. Distributors Inc. (“Defendant”) and Does 1
3 through 50 (collectively, “Defendants”), on behalf of herself and all other aggrieved employees
4 of Defendants for penalties pursuant to the Private Attorneys General Act, Labor Code § 2698, *et*
5 *seq.* (“PAGA”), for Defendants’ violations of the California Labor Code, as follows:

6 **INTRODUCTION**

7 1. This Complaint is within the Court’s jurisdiction under California Labor Code
8 sections 226(a), 510, 558, 1194, 1197, 1197.1, 2802 and 2698, *et seq.*, and the applicable Wage
9 Orders of the California Industrial Welfare Commission (“IWC”).

10 2. This Complaint challenges systemic illegal employment practices resulting in
11 violations of the California Labor Code against individuals who worked for Defendants.

12 3. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
13 jointly and severally, have acted intentionally and with deliberate indifference and conscious
14 disregard to the rights of all employees by failing to pay minimum, regular, and overtime wages
15 for all hours worked, failing to reimburse work-related expenses, and failing to provide accurate
16 itemized wage statements to its employees in the State of California.

17 4. Plaintiff is informed and believes, and based thereon alleges, that Defendants
18 have engaged in, among other things a system of willful violations of the California Labor Code,
19 and the applicable IWC Wage Orders, by creating and maintaining policies, practices, and
20 customs that knowingly deny employees the above stated rights and benefits.

21 5. The policies, practices and customs of Defendants described above and below
22 have resulted in unjust enrichment of Defendants and an unfair business advantage over
23 businesses that routinely adhere to the strictures of the California Labor Code..

24 **JURISDICTION AND VENUE**

25 6. The Court has jurisdiction over the violations of the California Labor Code
26 sections 226(a), 510, 558, 1194, 1197, 1197.1, 2802, and 2698, *et seq.*, and the applicable IWC
27 Wage Orders.

28 7. Venue is proper in Santa Clara County, because Defendants do business in Santa

1 Clara County and Plaintiff worked for Defendants in Santa Clara County.

2 **PARTIES**

3 8. Plaintiff began working for Defendants in about December 2023 as an hourly,
4 non-exempt employee. Plaintiff is employed as a Senior Field Merchandiser, servicing
5 Defendants' grocery store client sites throughout Northern California.

6 9. Plaintiff was and is the victim of the policies, practices, and customs of Defendant
7 complained of in this action in ways that have deprived her of the rights guaranteed by California
8 Labor Code sections 226(a), 510, 558, 1194, 1197, 1197.1, 2802, and 2698, *et seq.*, and the
9 applicable IWC Wage Orders.

10 10. Plaintiff is informed and believes, and based thereon alleges, that L. & R.
11 Distributors Inc. was and is a New York corporation that distributes cosmetics, healthcare items,
12 household appliances, pet food and accessories, and various other products to grocery stores,
13 drug stores, and various other clients in locations throughout the United States and the State of
14 California, including in Santa Clara County.

15 11. Plaintiff is informed and believes, and based thereon alleges, that at all times
16 herein mentioned Does 1 through 50, are and were corporations, business entities, individuals,
17 and partnerships, licensed to do business and actually doing business in the State of California.
18 As such and based upon all the facts and circumstances incident to Defendants' business,
19 Defendants are subject to the California Labor Code, the IWC Wage Orders.

20 12. Plaintiff does not know the true names or capacities, whether individual, partner,
21 or corporate, of the defendants sued herein as Does 1 through 50, inclusive, and for that reason,
22 said defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this
23 Complaint when the true names and capacities are known. Plaintiff is informed and believes and
24 based thereon alleges that each of said fictitious defendants was responsible in some way for the
25 matters alleged herein and proximately caused Plaintiff and members of the general public and
26 Class to be subject to the illegal employment practices, wrongs, and injuries complained of
27 herein.

28 13. At all times herein mentioned, each of said Defendants participated in the doing

1 of the acts hereinafter alleged to have been done by the named Defendant; and furthermore,
2 Defendants, and each of them, were the agents, servants, and employees of each of the other
3 defendants, as well as the agents of all Defendants, and at all times herein mentioned, were
4 acting within the course and scope of said agency and employment.

5 14. Plaintiff is informed and believes, and based thereon alleges, that at all times
6 material hereto, each of the Defendants named herein was the agent, employee, alter ego, and/or
7 joint venturer of, or working in concert with each of the other co-Defendants and was acting
8 within the course and scope of such agency, employment, joint venture, or concerted activity. To
9 the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the
10 remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting
11 Defendants.

12 15. At all times herein mentioned, Defendants, and each of them, were members of,
13 and engaged in, a joint venture, partnership, and common enterprise, and acting within the course
14 and scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

15 16. At all times herein mentioned, the acts and omissions of various Defendants, and
16 each of them, concurred and contributed to the various acts and omissions of each and all of the
17 other Defendants in proximately causing the injuries and damages as herein alleged. At all times
18 herein mentioned, Defendants, and each of them, ratified each and every act or omission
19 complained of herein. At all times herein mentioned, Defendants, and each of them, aided and
20 abetted the acts and omissions of each and all of the other Defendants in proximately causing the
21 damages as herein alleged.

22 **FIRST CAUSE OF ACTION**

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

24 **(BY PLAINTIFF AND AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS)**

25 17. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
26 though fully set forth herein.

27 18. Plaintiff brings this cause of action as a proxy for the State of California and in
28 this capacity, seeks penalties on behalf of all Aggrieved Employees in the State of California

1 from May 21, 2023, through the present, for Defendants’ violations of Labor Code §§ 201-204,
2 226(a), 510, 558, 1194, 1197, 1197.1, and 2802, arising from Defendants’ policy and practice of:
3 (a) failing to pay minimum, regular, and overtime wages in violation of Labor Code §§ 201-204,
4 510, 558, 1194, 1197, and 1197.1; (b) failing to provide accurate itemized wage statements, in
5 violation of Labor Code § 226(a); and (d) failing to reimburse business expenses, in violation of
6 Labor Code § 2802.

7 19. On or about May 21, 2024, Plaintiff sent written notice to the California Labor &
8 Workforce Development Agency (“LWDA”) of Defendants’ violations of Labor Code §§ 226(a),
9 510, 558, 1194, 1197, 1197.1, and 2802, pursuant to the PAGA. In addition to the LWDA,
10 Plaintiff also sent her notice to Defendants via certified mail pursuant to Labor Code § 2699.3.

11 20. On June 12, 2024, Defendants submitted a response to Plaintiff’s LWDA Notice
12 to the LWDA.

13 21. On June 25, 2024, Plaintiff submitted a cure dispute.

14 22. On July 1, 2024, the LWDA issued its Decision on Cure Dispute and determined
15 that Defendant’s submissions did “not show any curative action was taken, and therefore,
16 LWDA finds there has not been a cure.” Accordingly, Plaintiff may proceed with this PAGA
17 claim as alleged here.

18 23. As of the date of the filing of this Complaint, the LWDA has not indicated that it
19 intends to investigate the Labor Code violations provided for in the written notice.

20 24. As such, pursuant to Labor Code § 2699(a), Plaintiff seeks recovery of any and all
21 applicable civil penalties for Defendants’ violations of Labor Code §§ 201-204, 226(a), 226.3,
22 510, 558, 1194, 1197, 1197.1, and 2802, for the time period described above, on behalf of herself
23 and other Aggrieved Employees.

24 **PRAYER FOR RELIEF**

25 1. WHEREFORE, Plaintiff prays for judgment for herself and all others on whose
26 behalf this suit is brought against Defendants, jointly and severally, as follows:

27 2. Upon the First Cause of Action, for damages and/or penalties pursuant to
28 California Labor Code sections 2698, et seq., and/or 226(a), 226.3, 510, 558, 1194, 1197,

1 1197.1, and 2802, and for costs and attorneys' fees; and

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

3
4 DATED: July 25, 2024

DIVERSITY LAW GROUP, P.C.

5
6 By: 

7 Larry W. Lee
8 Kristen M. Agnew
9 Max W. Gavron
10 Kwanporn "Mai" Tulyathan
11 Attorneys for Plaintiff and the Aggrieved
12 Employees
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