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**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
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11 Attorneys for Plaintiff and the Aggrieved
12 Employees
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