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VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
Attn: PAGA Administrator
800 Capital Mall, Suite 500 (MIC-55)
Sacramento, CA 95814
Web Address: <http://www.dir.ca.gov/Private-Attorneys-General-Act.html>

Re: *William Lillibridge v. Arnold J. Thomas & Son, Inc. dba Thomas & Son Distributors*

Notice of PAGA Claims Pursuant to Labor Code § 2699.3

Please be advised that this office is counsel to William Lillibridge (“Mr. Lillibridge”) and that all future communications should be directed to this office.

Notice is hereby provided as required by California Labor Code § 2699.3, that Mr. Lillibridge, on behalf of himself and all other current and former truck drivers for Arnold J. Thomas & Son, Inc. doing business as Thomas & Son Distributors (hereinafter, “Thomas & Son”) in California at any time since the date one year prior to the date of the submission of this letter and who were classified by Thomas & Son as independent contractors (hereinafter, “Aggrieved Employees”), alleges that Thomas & Son has violated, and continues to violate, the provisions of the Labor Code and wage orders promulgated by the Industrial Welfare Commission. Mr. Lillibridge worked for Thomas & Son in California from approximately May 9, 2022 through approximately November 25, 2023 and was classified by Thomas & Son as an “Owner Operator” truck driver.

On behalf of Mr. Lillibridge and all other Aggrieved Employees, Mr. Lillibridge alleges Thomas & Son is liable for civil penalties under Labor Code §§ 2698-2699 for the following violations:

1. Violated Labor § 226.8 and the applicable wage orders by willfully misclassifying Mr. Lillibridge and other Aggrieved Employees as independent contractors. Specifically, Mr. Lillibridge and Aggrieved Employees, who were and are truck drivers under the exclusive authority and control of Thomas & Son, were required to lease Thomas & Son’s branded truck and

trailer, and were not authorized to drive for any other trucking companies. Moreover, Thomas & Son closely monitored Mr. Lillibridge and Aggrieved Employees' work to ensure that the work was being completed in a timely and consistent manner. As part of this, Mr. Lillibridge and Aggrieved Employees were required to remain in consistent communication with Thomas & Son regarding their work activities via texts and calls, and through the trucks' computers and/or tracking systems. Thomas & Son also provided instructions to Mr. Lillibridge and Aggrieved Employees as to how to perform their work and the manner and means in which the work was to be performed.

2. Violated Labor Code §§ 201-204, 210, 558, 1194, 1194.2, 1194.5, 1197, 1197.1, and 1198, and the applicable wage order(s), by failing to pay all minimum wages and compensation for all work performed, including but not limited to failing to pay minimum wages separately from piece rate wages for all "non-productive" work (*i.e.*, time spent not driving a truck) and failing to keep records of time spent in "non-productive" work. Specifically, Mr. Lillibridge and other Aggrieved Employees were piece rate wages (on a per mile basis) for driving trips, but frequently engaged in "non-productive" work activities apart from driving, including time spent fueling, checking tires, waiting while maintenance or repairs was performed, loading, and unloading, and were not paid any wages for this "non-productive" time.

3. Violated Labor Code §§ 1194.5, 2802, and 2699 by failing to reimburse and indemnify work-related expenses and losses incurred in the discharge of official duties. Specifically, Mr. Lillibridge and Aggrieved Employees were not fully reimbursed for work-related business expenses including but not limited to all lease payments for their trucks and trailers, all fuel payments, all payments for truck maintenance, the costs of personal cell phones and usage to make work related communications with Thomas & Son, and for all hotel or other charges for overnight stays.

4. Violated Labor Code §§ 226, 226.2, 226.3, 1174, and 1174.5 by failing to provide accurate itemized wage statements due to the above alleged claims. Specifically, by failing to record and pay Mr. Lillibridge and Aggrieved Employees for all hours worked for time spent in "non-productive" work, Thomas & Son failed to maintain accurate time records and failed to provide accurate wage statements in that Mr. Lillibridge and Aggrieved Employees did not receive wage statements that accurately stated the total amount of gross wages earned during the pay period, the total amount of net wages earned during the pay period, the total number of hours worked during the pay period, the total hours during the pay period of "non-productive" time separate from rest and recovery periods, the rate of compensation during the pay period for all "non-productive" time separate from rest and recovery periods, and/or the gross wages paid for all "non-productive" time during the pay period separate from rest and recovery periods. These failures caused injury to Mr. Lillibridge and Aggrieved Employees' statutory rights in that it caused confusion over whether they had received all of the wages owed them, in addition to their difficulty and expense in reconstructing pay records and making mathematical computations to analyze whether the wages paid did in fact compensate them for all hours worked.

5. Violated Labor Code §§ 201-204, 210, by failing to pay all wages earned within the appropriate time period required for payment, including by failing to timely pay all minimum wages for time spent in "non-productive" work as stated above, and thus failing to pay all final

wages due upon separation from employment.

Mr. Lillibridge believes Thomas & Son, in addition to the aforementioned Labor Code violations, violated and continues to violate the California Business and Professions Code § 17200, *et seq.*, (Unfair Competition Law). Mr. Lillibridge further alleges that Thomas & Son's misconduct is ongoing, and that Thomas & Son is subject to civil penalties as provided by various provisions of the Labor Code, including Labor Code sections 201-204, 210, 226, 226.2, 226.3, 226.8, 510, 558, 1174, 1174.5, 1194, 1194.2, 1194.5, 1197, 1197.1, 1198, and 2802, as well as the applicable wage orders. We believe that Mr. Lillibridge and other Aggrieved Employees who, for the period going back one year prior to the date of the submission of this letter, have been, or currently are, doing the work of truck drivers for Thomas & Son in California and who were classified by Thomas & Son as independent contractors are entitled to all statutory and civil penalties, damages, restitution, and injunctive relief allowed by law. Mr. Lillibridge's investigation is ongoing and continuing, and Mr. Lillibridge reserves all rights to assert additional Labor Code violations, as may be revealed by his ongoing investigation and discovery.

Mr. Lillibridge requests that the Labor and Workforce Development Agency not investigate these violations and permit him to pursue claims for such penalties under the Private Attorney General's Act ("PAGA"), Labor Code section 2698, *et seq.* However, if it wishes to investigate this matter further, please notify this office. If no notice is provided within sixty-five (65) calendar days of the submission date of this letter, Mr. Lillibridge will proceed to seek civil penalties and all other appropriate relief under PAGA in his lawsuit.

Thank you for your time and consideration.

Very truly yours,



Christina M. Le

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