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Per local Rule, This case is assigned to
Judge Treat, Charles S, for all purposes.

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF CONTRA COSTA

BILLY FRANCIS and CORDEL HOUSTON
on behalf of aggrieved employees pursuant to
the Private Attorneys General Act ("PAGA");

Plaintiffs,

v.

NORTHWEST CASCADE, INC. dba HONEY
BUCKET, a Washington corporation; and
DOES 1 through 100, inclusive;

Defendants.

Case No.: C24-02781

**COMPLAINT FOR CIVIL PENALTIES
FOR VIOLATION OF LABOR CODE
§ 2698, et seq. (PRIVATE ATTORNEYS
GENERAL ACT OF 2004)**

1 Plaintiffs BILLY FRANCIS and CORDEL HOUSTON (“Plaintiffs”) hereby submit this
2 Complaint against Defendant NORTHWEST CASCADE, INC. dba HONEY BUCKET and
3 DOES 1 through 100, inclusive (collectively, “Defendants”) as an exclusively representative
4 action on behalf of other current and former aggrieved employees of Defendants for penalties as
5 follows:

6 **INTRODUCTION**

7 1. This representative action is brought pursuant to Labor Code § 2698, *et*
8 *seq.* (the Private Attorneys General Act of 2004 (“PAGA”)) for Defendants’ violations of Labor
9 Code §§ 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551,
10 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.
11 Plaintiffs seeks only to prosecute their non-individual PAGA claims and does not seek to
12 prosecute any individual PAGA claims against Defendants.

13 2. This Complaint challenges Defendants’ systemic illegal employment
14 practices resulting in violations of the stated provisions of the Labor Code against the identified
15 group of employees.

16 3. Plaintiffs are informed and believe and thereon allege Defendants jointly
17 and severally acted intentionally and with deliberate indifference and conscious disregard to the
18 rights of all employees in (1) failing to properly calculate and pay all minimum and overtime
19 wages; (2) failing to pay all meal period wages and rest break wages; (3) failing to provide
20 accurate wage statements; (4) failing to pay all wages due and owing during employment and
21 upon termination of employment; and (5) failing to reimburse all necessary business expenses.

22 **JURISDICTION AND VENUE**

23 4. This action is brought pursuant to PAGA, which deputizes any aggrieved
24 employee to prosecute Labor Code violations as a proxy, or “private attorney general,” of the
25 State of California. The civil penalties sought by Plaintiffs exceed the minimal jurisdiction limits
26 of the Superior Court and will be established according to proof at trial.

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

6. This Court has jurisdiction over the violations of PAGA and Labor Code §§ 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802.

7. This Court has jurisdiction over all Defendants because, upon information and belief, each party has sufficient minimum contacts in California, or otherwise intentionally avails itself of California law so as to render the exercise of jurisdiction over it by the California courts consistent with traditional notions of fair play and substantial justice.

8. Venue is proper in this Court because, upon information and belief, the named Defendants transact business and/or have offices in the state of California, including the County of Contra Costa. The majority of the acts and omissions alleged herein relating to Plaintiffs took place in the State of California, County of Contra Costa. Defendants employed Plaintiffs within the State of California, County of Contra Costa. Moreover, this action is brought on behalf of the State of California as a private attorney general and has jurisdiction in this venue.

PARTIES

9. Plaintiff BILLY FRANCIS is an individual residing in the State of California, County of Contra Costa. Plaintiff was formerly employed by Defendants. Plaintiff CORDEL HOUSTON is an individual residing in the State of California. Plaintiff was formerly employed by Defendants.

10. Plaintiffs are informed and believe and thereon allege that Defendants are licensed to do business and actually doing business in the State of California, including the County of Contra Costa.

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11. Plaintiffs do not know the true names or capacities, whether individual, partner or corporate, of Defendants sued herein as DOES 1 through 100, inclusive, and for that reason, said Defendants are sued under such fictitious names, and Plaintiffs pray for leave to amend this complaint when the true names and capacities are known. Plaintiffs are informed and believe and thereon allege that each of Defendants designated as a DOE was responsible in some way for the matters alleged herein and proximately caused Plaintiffs and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

12. At all times herein mentioned, Defendants, and each of them, were agents, partners, joint venturers, representatives, servants, employees, successors-in-interest, co-conspirators and assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, representatives, servants, employees, successors, co-conspirators and assigns, and that all acts or omissions alleged herein were duly committed with ratification, knowledge, permission, encouragement, authorization and consent of each Defendant designated herein.

13. As such, and based upon all the facts and circumstances incident to Defendants' business in California, Defendants are subject to PAGA and Labor Code §§ 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802.

CAUSE OF ACTION

(Violation of Labor Code § 2698, et seq. (“PAGA”))

(Against NORTHWEST CASCADE, INC. dba HONEY BUCKET and DOES 1 through 100)

14. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 13, and each and every part thereof with the same force and effect as though fully set forth herein.

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1 **15.** The Private Attorneys General Act of 2004 (“PAGA”) expressly
2 establishes that any provision of the California Labor Code which provides for a civil penalty to
3 be assessed and collected by the California Labor and Workforce Development Agency
4 (“LWDA”), or any of its departments, divisions, commissions, boards, agencies or employees for
5 a violation of the California Labor Code, may be recovered through a civil action brought by an
6 aggrieved employee on behalf of other current or former employees.

7 **16.** On August 8, 2024, Plaintiffs provided written notice to the LWDA and
8 Defendants of the specific provisions of the Labor Code they contend were violated, and the
9 theories supporting their contentions. Attached hereto as **Exhibit 1** and incorporated by reference
10 is a copy of the written notice to the LWDA. On September 24, 2024, Plaintiffs provided an
11 amended written notice to the LWDA and Defendants. Attached hereto as **Exhibit 2** and
12 incorporated by reference is a copy of the amended written notice to the LWDA. Plaintiffs believe
13 that on or about October 14, 2024, the sixty-five (65) days’ notice period expired as to the LWDA
14 and all Defendants, and the LWDA did not take any action to investigate or prosecute this matter.
15 Thus, Plaintiffs exhausted their administrative remedies.

16 **17.** Plaintiffs and the other hourly-paid or non-exempt employees are
17 “aggrieved employees” as defined by California Labor Code § 2699(c) in that they are all current
18 or former hourly-paid or non-exempt employees of Defendants who worked for Defendants or
19 were subjected to Defendants’ illegal conduct at any time during the period from August 8, 2023,
20 to the present, and one or more of the alleged violations was committed against them.

21 **Failure to Pay Minimum and Overtime Wages**

22 **18.** At all times relevant herein, Defendants were required to compensate their
23 non-exempt employees minimum wages for all hours worked and overtime wages for all hours
24 worked in excess of eight (8) hours in a day or forty (40) hours in a workweek, pursuant to the
25 mandate of Labor Code §§ 510, 1194, 1197, and 1198.

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1 **19.** As a policy and practice, Defendants failed to compensate aggrieved
2 current and former employees for all hours worked, resulting in a failure to pay all minimum
3 wages and overtime wages, where applicable.

4 **Failure to Provide Meal Periods and Rest Breaks**

5 **20.** In accordance with the mandates of Labor Code §§ 226.7 and 512,
6 Defendants were required to authorize and permit their non-exempt employees to take a
7 10-minute rest break for every four (4) hours worked or major fraction thereof, and were further
8 required to provide their non-exempt employees with a 30-minute meal period for every five (5)
9 hours worked.

10 **21.** As a policy and practice, Defendants failed to provide aggrieved current
11 and former employees with legally mandated meal periods and rest breaks and failed to pay proper
12 compensation for this failure.

13 **Failure to Timely Pay Wages During Employment**

14 **22.** At all times relevant herein, Defendants were required to pay their
15 employees within a specified time period pursuant to the mandate of Labor Code § 204.

16 **23.** As a policy and practice, Defendants failed to pay aggrieved current and
17 former employees all wages due and owing them within the required time period.

18 **Failure to Timely Pay Wages Upon Termination**

19 **24.** At all times relevant herein, Defendants were required to pay their
20 employees all wages owed in a timely fashion at the end of employment pursuant to California
21 Labor Code §§ 201 to 204.

22 **25.** As a result of Defendants' Labor Code violations alleged above,
23 Defendants failed to pay aggrieved former employees their final wages pursuant to Labor Code
24 §§ 201 to 204 and accordingly owe waiting time penalties pursuant to Labor Code § 203.

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1 **Failure to Provide Complete and Accurate Wage Statements**

2 **26.** At all times relevant herein, Defendants were required to keep *accurate*
3 records regarding their California employees pursuant to the mandate of Labor Code §§ 226 and
4 1174.

5 **27.** As a result of Defendants’ various Labor Code violations, Defendants
6 failed to keep accurate records regarding aggrieved current and former employees. For example,
7 Defendants failed in their affirmative obligation to keep accurate records regarding aggrieved
8 current and former employees’ gross wages earned, total hours worked, all deductions, net wages
9 earned, and all applicable hourly rates and the number of hours worked at each hourly rate.

10 **Failure to Reimburse Business Expenses**

11 **28.** At all times relevant herein, Defendants were required to reimburse its
12 employees for any and all necessary expenditures or losses incurred by the employees in direct
13 consequences of the discharge or his or her duties pursuant to the mandate of Labor Code §§ 2800
14 and 2802.

15 **29.** As a policy and practice, Defendants failed to pay aggrieved current and
16 former employees all business expenses incurred and owing them within the required time period.

17 **Penalties**

18 **30.** Pursuant to California Labor Code § 2699, Plaintiffs, on behalf of current
19 and former aggrieved employees of Defendants and exclusively as a proxy of the State of
20 California, request and are entitled to recover from Defendants, and each of them, civil penalties,
21 interest, attorneys’ fees and costs pursuant, including but not limited to:

- 22 **a.** Penalties under California Labor Code § 2699 in the amount of one
23 hundred dollars (\$100) for each aggrieved employee per pay period for the
24 initial violation, and two hundred dollars (\$200) for each aggrieved
25 employee per pay period for each subsequent violation;

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- b. Penalties under California Code of Regulations Title 8 § 11040 in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;
- c. Penalties under California Labor Code § 210 in addition to, and entirely independent and apart from, any other penalty provided in the California Labor Code in the amount of one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- d. Penalties under Labor Code § 1197.1 in the amount of one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred fifty dollars (\$250) for each aggrieved employee per pay period for each subsequent violation;
- e. Any and all additional penalties as provided by the Labor Code and/or other statutes; and
- f. Attorneys' fees and costs pursuant to Labor Code §§ 210, 1194, and 2699, and any other applicable statute.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, exclusively as representatives of current and former aggrieved employees and as a proxy of the State of California pursuant to PAGA, pray for judgment as follows:

1. Upon the Cause of Action, for civil penalties pursuant to statute as set forth in Labor Code § 2698, *et seq.*, for Defendants' violations of Labor Code §§ 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802;

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- 1 2. Upon the Cause of Action, for costs and attorneys' fees pursuant to Labor Code
2 §§ 210, 218.5, 1194, and 2699, and any other applicable statute; and
3 3. For such other and further relief the court may deem just and proper.
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5 Dated: October 16, 2024

JUSTICE LAW CORPORATION

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8 By: 
9 Douglas Han
10 Shunt Tatavos-Gharajeh
11 William Wilkinson
12 Attorneys for Plaintiffs
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EXHIBIT 1

August 8, 2024

BY U.S. MAIL/ELECTRONIC SUBMISSION

PAGAfilings@dir.ca.gov

State of California

Labor & Workforce Development Agency

800 Capitol Mall, MIC-55

Sacramento, California 95814

Re: Northwest Cascade, Inc. dba Honey Bucket

Dear Representative:

We have been retained to represent Billy Francis against Northwest Cascade, Inc. (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer or managing agent acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, and DOES 1-20¹ for violations of California wage-and-hour laws (hereinafter collectively referred to as "Northwest Cascade").

Mr. Francis is pursuing his California Labor Code sections 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Mr. Francis may seek penalties for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Northwest Cascade, Inc. is a Washington corporation located at 10412 John Bananola Way E, Puyallup, WA 98374.

Northwest Cascade employed Mr. Francis as an hourly-paid non-exempt CDL B Truck Driver within one year of the date of this letter (until in or around March of 2024) in the State of California. Northwest Cascade directly controlled the wages, hours and/or working conditions of Mr. Francis' and other aggrieved employees' employment, including direction, retention, scheduling, supervision, and termination.

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¹ Mr. Francis does not know the true names or capacities, whether individual, partner or corporate, of DOES 1 through 20, inclusive, and for that reason, said DOES are designated under such fictitious names. Mr. Francis will amend this notice when the true names and capacities are known. Mr. Francis is informed and believes that each DOE was responsible in some way for the matters alleged herein and proximately caused Mr. Francis and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

The “aggrieved employees” that Mr. Francis may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees (whether hired directly or through a staffing agency) of Northwest Cascade within the State of California.

Northwest Cascade failed to properly pay its hourly-paid or non-exempt employees for all hours worked, failed to properly compensate minimum and overtime wages, failed to properly provide legally mandated meal and rest breaks or pay premium wages in lieu thereof, failed to issue compliant wage statements, and failed to reimburse for all necessary business-related costs and expenses, thus resulting in Labor Code violations as stated below.

Northwest Cascade has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code sections 510, 1194, and 1198 require employers to pay time-and-a-half or double-time overtime wages and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates. During the relevant time period, Mr. Francis and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. Northwest Cascade failed to compensate Mr. Francis and other aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift, and during meal breaks. Northwest Cascade also failed to include non-discretionary bonuses into Mr. Francis’ and other aggrieved employees’ regular rate of pay for purposes of overtime compensation. Therefore, Mr. Francis and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code section 246 requires that employers provide employees with paid sick leave of not less than one hour per every 30 hours worked. California Labor Code section 246(l) also requires that paid sick leave be paid at a non-exempt employee’s regular rate of pay for the workweek in which the employee uses paid sick time or at a rate calculated by dividing the employee’s total wages, not including overtime premium pay, by the employee’s total hours worked in the full pay periods of the prior 90 days of employment. During the relevant time period, Northwest Cascade failed to pay Mr. Francis and other aggrieved employees paid sick leave that complied with California Labor Code section 246, by, for example, failing to pay paid sick leave at a non-exempt employee’s regular rate of pay or at a rate calculated by dividing the employee’s total wages, not including overtime premium pay, by the employee’s total hours worked in the full pay periods of the prior 90 days of employment.

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California Labor Code sections 226.7 and 512(a) require employers to pay an employee one additional hour of pay at the employee's regular rate for each workday that a meal or rest break is not provided. During the relevant time period, Northwest Cascade routinely required Mr. Francis and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with Northwest Cascade's policies and expectations and fulfill orders. Northwest Cascade failed to provide coverage to Mr. Francis and other aggrieved employees so they may be relieved of all work duties and take legally mandated meal and rest breaks. Lastly, Northwest Cascade failed to authorize and permit Mr. Francis and other aggrieved employees to take the requisite number of meal and rest breaks, including second meal breaks and third rest breaks, when working shifts exceeding 10 hours in length. Despite these facts, Northwest Cascade failed to compensate Mr. Francis and other aggrieved employees all the premium wages they were owed, including failing to pay premium wages at aggrieved employees' regular rate of pay.

California Labor Code section 551 states "[e]very person employed in any occupation of labor is entitled to one day's rest therefrom in seven." Section 552 further states "[n]o employer of labor shall cause his employees to work more than six days in seven." Northwest Cascade required Mr. Francis and other aggrieved employees to work seven days in a row or more without one day's rest.

California Labor Code section 432.5 states "[n]o employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law." Northwest Cascade required Mr. Francis and other aggrieved employees to execute arbitration agreements as a condition of employment despite knowing that such agreements are prohibited under Labor Code section 432.6.

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California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period quits their employment, their wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours' previous notice of their intention to quit, in which case the employee is entitled to their wages at the time of quitting. California Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. During the relevant time period, Northwest Cascade failed to pay Mr. Francis and other aggrieved employees all wages, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks, due to them within any time period specified by California Labor Code sections 201 and 202 and therefore is liable under California Labor Code section 203.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Northwest Cascade failed to pay Mr. Francis and other aggrieved employees all wages due to them, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks within any time period specified by California Labor Code section 204, and is therefore liable under California Labor Code section 210.

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California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Northwest Cascade did not provide Mr. Francis and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Northwest Cascade were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include (1) gross wages earned by Mr. Francis and other aggrieved employees, (2) total hours worked by Mr. Francis and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by aggrieved employees, (4) all deductions for Mr. Francis and other aggrieved employees, (5) net wages earned by Mr. Francis and other aggrieved employees, (6) the inclusive dates of the period for which aggrieved employees are paid, (7) the name of the aggrieved employee and only the last four digits of their social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by aggrieved employees.

California Labor Code section 558 allows recovery of penalties. Pursuant to the code, (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee. Mr. Francis and other aggrieved employees have been denied their wages and premium wages and, therefore, are entitled to penalties.

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years. During the relevant time period, Northwest Cascade failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid to Mr. Francis and other aggrieved employees.

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California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Northwest Cascade did not provide Mr. Francis and other aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of off-the-clock work, including pre- and post-shift, and during meal breaks.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of their job duties or in direct consequence of their obedience to the directions of the employer. During their employment, Mr. Francis and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Northwest Cascade, including for using their personal cellular phones and vehicles for work-related purposes.

We believe that Mr. Francis and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties as allowed under California Labor Code sections 2698, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in question and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by California Labor Code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether the California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

Mr. Francis will seek these penalties on his own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of Northwest Cascade within one year of the date of this letter, as allowed by law.

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LWDA

August 8, 2024

Page 7 of 7

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

JUSTICE LAW CORPORATION

A handwritten signature in black ink, appearing to read 'D. Han', with a long horizontal flourish extending to the right.

Douglas Han, Esq.

CC: (By Certified U.S. Mail Only):

Legal Department
c/o Northwest Cascade, Inc.
10412 John Bananola Way E,
Puyallup, WA 98374

Legal Department
c/o Northwest Cascade, Inc.
PO Box 73399,
Puyallup, WA 98373

CT Corporation
c/o Northwest Cascade, Inc.
330 N Brand Blvd Suite 700,
Glendale, CA 91203
Agent for Service of Process for Northwest Cascade, Inc.

EXHIBIT 2

September 24, 2024

BY U.S. EMAIL/ELECTRONIC SUBMISSION

PAGAfilings@dir.ca.gov

State of California

Labor & Workforce Development Agency

800 Capitol Mall, MIC-55

Sacramento, California 95814

**Re: Northwest Cascade, Inc. dba Honey Bucket
LWDA Case No. LWDA-CM-1044419-24**

Dear Representative:

We hereby amend our August 8, 2024 letter sent to your office in compliance with the reporting requirements of California Labor Code section 2699.3. A true and correct copy of the August 8, 2024 letter is attached to this submission as **Exhibit A** for reference. We are amending this notice to add Cordel Houston as an aggrieved employee of Northwest Cascade, Inc. dba Honey Bucket. Mr. Houston is pursuing a California Labor Code section 2698, *et seq.* (the Private Attorneys General Act of 2004 ("PAGA")) claim against his former employer on a representative basis.

We have been retained to represent Billy Francis and Cordel Houston against Northwest Cascade, Inc. (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer and managing agent, DOES 1-10 as an "Employer" or person acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, and DOES 11-20¹ for violations of California wage-and-hour laws (hereinafter collectively referred to as "Northwest Cascade").

Mr. Francis and Mr. Houston are pursuing their California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claims on a representative basis. Therefore, Mr. Francis and Mr. Houston may seek penalties for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

¹ Mr. Francis and Mr. Houston do not know the true names or capacities, whether individual, partner or corporate, of DOES 1 through 20, inclusive, and for that reason, said DOES are designated under such fictitious names. Mr. Francis and Mr. Houston will amend this notice when the true names and capacities are known. Mr. Francis and Mr. Houston are informed and believe that each DOE was responsible in some way for the matters alleged herein and proximately caused Mr. Francis, Mr. Houston, and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

Northwest Cascade, Inc. is a Washington corporation located at 10412 John Bananola Way E, Puyallup, WA 98374.

Northwest Cascade employed Mr. Francis as an hourly-paid non-exempt CDL B Truck Driver within one year of the date of the original letter (until around March of 2024) in the State of California. Northwest Cascade directly controlled the wages, hours and/or working conditions of Mr. Francis and other aggrieved employees' employment, including direction, retention, scheduling, supervision, and termination. Northwest Cascade employed Mr. Houston as an hourly-paid non-exempt Driver within one year of the date of the original letter (until around June of 2024) in the State of California. Northwest Cascade directly controlled the wages, hours and/or working conditions of Mr. Francis and other aggrieved employees' employment, including direction, retention, scheduling, supervision, and termination.

The "aggrieved employees" on whose behalf Mr. Francis and Mr. Houston may seek penalties are all current and former hourly-paid or non-exempt employees (whether hired directly or through a staffing agency) of Northwest Cascade within the State of California.

Northwest Cascade failed to properly pay its hourly-paid or non-exempt employees for all hours worked, failed to properly provide or compensate minimum and overtime wages and for meal and rest breaks, failed to issue compliant wage statements and failed to reimburse for all necessary business-related costs and expenses, thus resulting in other Labor Code violations as stated below.

Pursuant to *Huff v. Securitas Security Services*, 23 Cal. App. 5th 745, 751 (2018), an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Mr. Francis and Mr. Houston have standing to pursue penalties on behalf of the state for violations affecting all the aggrieved employees at Northwest Cascade, regardless of their classification, job title, location, or whether they were hired directly or through a staffing agency.

Northwest Cascade has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

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California Labor Code sections 510, 1194, and 1198 require employers to pay at least minimum wage for all hours worked, pay time-and-a-half, or double-time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates. During the relevant time period, Mr. Francis, Mr. Houston, and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. Northwest Cascade failed to compensate Mr. Francis, Mr. Houston, and other aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift, and during meal breaks. Northwest Cascade also failed to include non-discretionary bonuses and incentives in Mr. Francis, Mr. Houston, and other aggrieved employees' regular rate of pay for purposes of overtime compensation. Therefore, Mr. Francis, Mr. Houston, and aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code section 246 requires that employers provide employees with paid sick leave of not less than one hour per every 30 hours worked. California Labor Code section 246(l) also requires that paid sick leave be paid at a non-exempt employee's regular rate of pay for the workweek in which the employee uses paid sick time or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment. During the relevant time period, Northwest Cascade failed to pay Mr. Francis, Mr. Houston, and other aggrieved employees with paid sick leave that complied with California Labor Code section 246, by, for example, failing to pay paid sick leave at non-exempt employee's regular rate of pay or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each workday that a meal or rest break is not provided. During the relevant time period, Northwest Cascade routinely required Mr. Francis, Mr. Houston, and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with Northwest Cascade's policies and expectations. Northwest Cascade failed to provide coverage to Mr. Francis, Mr. Houston, and other aggrieved employees so they may be relieved of all work duties and take legally mandated meal and rest breaks. Moreover, Northwest Cascade also failed to authorize and permit Mr. Francis, Mr. Houston, and other aggrieved employees to take the requisite number of meal and rest breaks, including second meal breaks and third rest breaks, when working shifts exceeding 10 hours in length. Despite these facts, Northwest Cascade failed to compensate Mr. Francis, Mr. Houston, and other aggrieved employees all the premium wages they were owed, including failing to pay premium wages at Mr. Francis, Mr. Houston, and other aggrieved employees' regular rate of pay.

California Labor Code section 551 states “[e]very person employed in any occupation of labor is entitled to one day’s rest therefrom in seven.” Section 552 further states “[n]o employer of labor shall cause his employees to work more than six days in seven.” Northwest Cascade required aggrieved employees to work seven days in a row or more without one day’s rest.

California Labor Code section 432.5 states “[n]o employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law.” Northwest Cascade required aggrieved employees to execute arbitration agreements as a condition of employment despite knowing that such agreements are prohibited under Labor Code section 432.6.

California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. California Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. During the relevant time period, Northwest Cascade failed to pay Mr. Francis, Mr. Houston, and other aggrieved employees all wages, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks, due to them within any time period specified by California Labor Code sections 201 and 203 and therefore is liable under California Labor Code section 203.

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California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Northwest Cascade failed to pay Mr. Francis, Mr. Houston, and other aggrieved employees all wages due to them, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks within any time period specified by California Labor Code section 204.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Northwest Cascade did not provide Mr. Francis, Mr. Houston, and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Northwest Cascade were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include (1) gross wages earned by Mr. Francis, Mr. Houston, and other aggrieved employees, (2) total hours worked by Mr. Francis, Mr. Houston, and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by Mr. Ramirez and other aggrieved employees (4) all deductions for Mr. Francis, Mr. Houston, and other aggrieved employees, (5) net wages earned by Mr. Francis, Mr. Houston, and other aggrieved employees, (6) the inclusive dates of the period for which Mr. Francis, Mr. Houston, and other aggrieved employees are paid, (7) the name of the aggrieved employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by Mr. Francis, Mr. Houston, and other aggrieved employees.

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California Labor Code section 558 allows recovery of penalties. (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee. Mr. Francis, Mr. Houston, and other aggrieved employees have been denied their wages and premium wages and, therefore, are entitled to penalties.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, Northwest Cascade failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Mr. Francis, Mr. Houston, and other aggrieved employees.

California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Northwest Cascade did not provide Mr. Francis, Mr. Houston, and other aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of off-the-clock work, including pre- and post-shift, and during meal breaks.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During their employment, Mr. Francis, Mr. Houston, and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Northwest Cascade, including for using their personal cellular phones and vehicles for work-related purposes.

We believe that Mr. Francis, Mr. Houston, and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties as allowed under California Labor Code section 2698, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in questions and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by California Labor code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

Mr. Francis and Mr. Houston will seek these penalties on their own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of Northwest Cascade within one year of the date of the original August 8, 2024 letter, as allowed by law.

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LWDA

September 24, 2024

Page 8 of 8

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

JUSTICE LAW CORPORATION

A handwritten signature in black ink, appearing to read 'D. Han', with a long horizontal flourish extending to the right.

Douglas Han, Esq.

CC: (By Certified U.S. Mail Only):

Legal Department
c/o Northwest Cascade, Inc.
10412 John Bananola Way E,
Puyallup, WA 98374

Legal Department
c/o Northwest Cascade, Inc.
PO Box 73399,
Puyallup, WA 98373

CT Corporation
c/o Northwest Cascade, Inc.
330 N Brand Blvd Suite 700,
Glendale, CA 91203
Agent for Service of Process for Northwest Cascade, Inc.

EXHIBIT A

August 8, 2024

BY U.S. MAIL/ELECTRONIC SUBMISSION

PAGAfilings@dir.ca.gov

State of California

Labor & Workforce Development Agency

800 Capitol Mall, MIC-55

Sacramento, California 95814

Re: Northwest Cascade, Inc. dba Honey Bucket

Dear Representative:

We have been retained to represent Billy Francis against Northwest Cascade, Inc. (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer or managing agent acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, and DOES 1-20¹ for violations of California wage-and-hour laws (hereinafter collectively referred to as "Northwest Cascade").

Mr. Francis is pursuing his California Labor Code sections 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Mr. Francis may seek penalties for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Northwest Cascade, Inc. is a Washington corporation located at 10412 John Bananola Way E, Puyallup, WA 98374.

Northwest Cascade employed Mr. Francis as an hourly-paid non-exempt CDL B Truck Driver within one year of the date of this letter (until in or around March of 2024) in the State of California. Northwest Cascade directly controlled the wages, hours and/or working conditions of Mr. Francis' and other aggrieved employees' employment, including direction, retention, scheduling, supervision, and termination.

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¹ Mr. Francis does not know the true names or capacities, whether individual, partner or corporate, of DOES 1 through 20, inclusive, and for that reason, said DOES are designated under such fictitious names. Mr. Francis will amend this notice when the true names and capacities are known. Mr. Francis is informed and believes that each DOE was responsible in some way for the matters alleged herein and proximately caused Mr. Francis and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

The “aggrieved employees” that Mr. Francis may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees (whether hired directly or through a staffing agency) of Northwest Cascade within the State of California.

Northwest Cascade failed to properly pay its hourly-paid or non-exempt employees for all hours worked, failed to properly compensate minimum and overtime wages, failed to properly provide legally mandated meal and rest breaks or pay premium wages in lieu thereof, failed to issue compliant wage statements, and failed to reimburse for all necessary business-related costs and expenses, thus resulting in Labor Code violations as stated below.

Northwest Cascade has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code sections 510, 1194, and 1198 require employers to pay time-and-a-half or double-time overtime wages and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates. During the relevant time period, Mr. Francis and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. Northwest Cascade failed to compensate Mr. Francis and other aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift, and during meal breaks. Northwest Cascade also failed to include non-discretionary bonuses into Mr. Francis’ and other aggrieved employees’ regular rate of pay for purposes of overtime compensation. Therefore, Mr. Francis and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code section 246 requires that employers provide employees with paid sick leave of not less than one hour per every 30 hours worked. California Labor Code section 246(l) also requires that paid sick leave be paid at a non-exempt employee’s regular rate of pay for the workweek in which the employee uses paid sick time or at a rate calculated by dividing the employee’s total wages, not including overtime premium pay, by the employee’s total hours worked in the full pay periods of the prior 90 days of employment. During the relevant time period, Northwest Cascade failed to pay Mr. Francis and other aggrieved employees paid sick leave that complied with California Labor Code section 246, by, for example, failing to pay paid sick leave at a non-exempt employee’s regular rate of pay or at a rate calculated by dividing the employee’s total wages, not including overtime premium pay, by the employee’s total hours worked in the full pay periods of the prior 90 days of employment.

California Labor Code sections 226.7 and 512(a) require employers to pay an employee one additional hour of pay at the employee's regular rate for each workday that a meal or rest break is not provided. During the relevant time period, Northwest Cascade routinely required Mr. Francis and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with Northwest Cascade's policies and expectations and fulfill orders. Northwest Cascade failed to provide coverage to Mr. Francis and other aggrieved employees so they may be relieved of all work duties and take legally mandated meal and rest breaks. Lastly, Northwest Cascade failed to authorize and permit Mr. Francis and other aggrieved employees to take the requisite number of meal and rest breaks, including second meal breaks and third rest breaks, when working shifts exceeding 10 hours in length. Despite these facts, Northwest Cascade failed to compensate Mr. Francis and other aggrieved employees all the premium wages they were owed, including failing to pay premium wages at aggrieved employees' regular rate of pay.

California Labor Code section 551 states "[e]very person employed in any occupation of labor is entitled to one day's rest therefrom in seven." Section 552 further states "[n]o employer of labor shall cause his employees to work more than six days in seven." Northwest Cascade required Mr. Francis and other aggrieved employees to work seven days in a row or more without one day's rest.

California Labor Code section 432.5 states "[n]o employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law." Northwest Cascade required Mr. Francis and other aggrieved employees to execute arbitration agreements as a condition of employment despite knowing that such agreements are prohibited under Labor Code section 432.6.

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California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period quits their employment, their wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours' previous notice of their intention to quit, in which case the employee is entitled to their wages at the time of quitting. California Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. During the relevant time period, Northwest Cascade failed to pay Mr. Francis and other aggrieved employees all wages, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks, due to them within any time period specified by California Labor Code sections 201 and 202 and therefore is liable under California Labor Code section 203.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Northwest Cascade failed to pay Mr. Francis and other aggrieved employees all wages due to them, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks within any time period specified by California Labor Code section 204, and is therefore liable under California Labor Code section 210.

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California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Northwest Cascade did not provide Mr. Francis and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Northwest Cascade were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include (1) gross wages earned by Mr. Francis and other aggrieved employees, (2) total hours worked by Mr. Francis and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by aggrieved employees, (4) all deductions for Mr. Francis and other aggrieved employees, (5) net wages earned by Mr. Francis and other aggrieved employees, (6) the inclusive dates of the period for which aggrieved employees are paid, (7) the name of the aggrieved employee and only the last four digits of their social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by aggrieved employees.

California Labor Code section 558 allows recovery of penalties. Pursuant to the code, (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee. Mr. Francis and other aggrieved employees have been denied their wages and premium wages and, therefore, are entitled to penalties.

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years. During the relevant time period, Northwest Cascade failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid to Mr. Francis and other aggrieved employees.

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California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Northwest Cascade did not provide Mr. Francis and other aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of off-the-clock work, including pre- and post-shift, and during meal breaks.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of their job duties or in direct consequence of their obedience to the directions of the employer. During their employment, Mr. Francis and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Northwest Cascade, including for using their personal cellular phones and vehicles for work-related purposes.

We believe that Mr. Francis and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties as allowed under California Labor Code sections 2698, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in question and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by California Labor Code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether the California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

Mr. Francis will seek these penalties on his own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of Northwest Cascade within one year of the date of this letter, as allowed by law.

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LWDA

August 8, 2024

Page 7 of 7

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

JUSTICE LAW CORPORATION

A handwritten signature in black ink, appearing to read 'D. Han', with a long horizontal flourish extending to the right.

Douglas Han, Esq.

CC: (By Certified U.S. Mail Only):

Legal Department
c/o Northwest Cascade, Inc.
10412 John Bananola Way E,
Puyallup, WA 98374

Legal Department
c/o Northwest Cascade, Inc.
PO Box 73399,
Puyallup, WA 98373

CT Corporation
c/o Northwest Cascade, Inc.
330 N Brand Blvd Suite 700,
Glendale, CA 91203
Agent for Service of Process for Northwest Cascade, Inc.

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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, California 91103 and my electronic service address is dmather@justicelawcorp.com.

On October 22, 2024, I served the foregoing document described as

**COMPLAINT FOR CIVIL PENALTIES FOR VIOLATION OF LABOR CODE
§ 2698, et seq. (PRIVATE ATTORNEYS GENERAL ACT OF 2004)**

for the following case: **Francis v. Northwest Cascade, Inc. dba Honey Bucket**
LWDA/Court Case No.: **LWDA Case No.: CM-1044419-24**
Court Case No.: C24-02781
Contra Costa County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

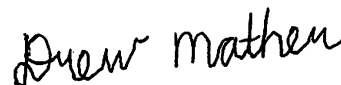
[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

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

Executed on October 22, 2024, at Pasadena, California.



Drew Mather