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November 5, 2024

VIA ONLINE SUBMISSION

Stewart Knox, Secretary
California Labor & Workforce
Development Agency
800 Capitol Mall, Suite 5000 (MIC-55)
Sacramento, CA 95814

VIA CERTIFIED MAIL

Essential Co, LLC dba Traditional
Attn: Human Resources
17317 Muskrat Ave., Building 2
Adelanto, CA 92301

Traditional Company LLC
6100 Wilshire Blvd., Ste. 410
Los Angeles, CA 90048

Essential Co, LLC dba Traditional
Attn: Legal Department
2222 E. Olympic Blvd.
Los Angeles, CA 90021

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO CALIFORNIA LABOR CODE
SECTION 2698, ET SEQ.**

To: The California Labor and Workforce Development Agency; Essential Co, LLC dba Traditional; Traditional Company LLC

From: William Gielish, on behalf of himself and all other current and former hourly nonexempt employees for violations of the California Labor Code

To Whom It May Concern:

Abramson Labor Group has been retained by former employee William Gielish ("Mr. Gielish") to seek compensation and all other available relief, including civil penalties on his behalf and on the behalf of all those similarly aggrieved (collectively with Mr. Gielish, "Claimants") who have been injured by Essential Co, LLC doing business as Traditional and Traditional Company LLC's (collectively, "Traditional") violations of the California Labor Code. Mr. Gielish, on behalf of himself and all other similarly aggrieved current and former hourly nonexempt employees of Traditional, intends to seek civil penalties, attorneys' fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.* of the Labor Code Private Attorneys General Act of 2004 ("PAGA").

Factual Statement:

Traditional is operating throughout California as a grower, cultivator, and retailer of cannabis products.

Claimant Mr. Gielish worked for Traditional as an hourly, nonexempt employee first in the position of Cultivator and then as a Cleaning Lead, ultimately earning \$24.00 per hour from approximately July 13, 2020 through August 21, 2024. Mr. Gielish, on behalf of himself and all other similarly aggrieved current and former employees in California in various positions, are or were engaged in the growing, cultivating, and sale of Traditional's cannabis products. As part of their employment with Traditional, Claimant and other hourly, nonexempt employees, collectively, "hourly nonexempt employees," were assigned to and required to suffer and permitted to work, while performing tasks collectively including, but not limited to, sanitizing, cleaning, and pressure washing the facility and grow rooms; replacing light bulbs for growing; unloading trucks with products and putting those products away in their proper places; assist other departments; de-leafing plants; and pulling out trash for cleaning purposes; growing, cultivating, and harvesting cannabis plants; and selling cannabis products to customers.

Claimant Mr. Gielish regularly worked five (5) days per week for eight (8) hours or more hours per day. Traditional has failed and continues to fail to fully reimburse Claimants for all necessary, business-related expenses and losses they incurred, including, but not limited to, all costs incurred for cell phone expenses, which were required to carry out their duties, in violation of Labor Code section 2802. Additionally, with regard to those no longer employed by Traditional, including Mr. Gielish, Traditional has violated Labor Code section 203 by failing to timely pay all wages due upon separation. Mr. Gielish is informed and believes that such violations are ongoing, systematic, and continuous. Mr. Gielish intends to bring an action against Traditional under the Private Attorneys General Act ("PAGA") to recover wages and penalties as provided by California law.¹

Theories of Labor Code Violations and Remedies:

Claimant Mr. Gielish was employed by Traditional from approximately July 13, 2020 through August 21, 2024 as a Cleaning Lead. For a period of at least four (4) years prior to November 2024, but for our purposes here, one (1) year prior, Traditional has violated and continues to violate the California Labor Code sections as detailed below.

¹ Without limitation, Mr. Gielish, if permitted, will seek any and all penalties otherwise capable of being collected by the Commission. This includes each provision as set forth in Labor Code section 2699.5 as follows:

The provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230A, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, paragraphs (1), (2), and (3) of subdivision (a) of, and subdivision (e) of, Section 1701.4, subdivision (a) of Section 1701.5, Sections 1701.8, 1701.10, 1701.12, 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651., and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3095, 6310, 6311, and 6399.7.

Pursuant to Labor Code sections 201–203, Claimants who have since separated from Traditional, including Mr. Gielish, were entitled to be paid all **wages owed upon separation** within the statutorily allotted time—immediately (resignation with notice and termination) or within seventy-two (72) hours (resignation without notice). Claimants, including Mr. Gielish, did not receive his final pay of all wages immediately upon being terminated because the check was not negotiable until one week following his termination. In effect, Traditional paid Mr. Gielish his final wages at the time of the next regularly schedule paycheck one week following his termination.

Finally, Claimants were entitled to be reimbursed by Traditional for all necessary, **business-related expenses** they incurred in executing their duties for Traditional. California Labor Code section 2802 provides that “An employer shall indemnify his or his employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or his duties, or of his or his obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.” Traditional, however, has failed to fully reimburse Mr. Gielish and Claimants for all necessary, business-related expenses and losses they incurred, including, but not limited to, all costs incurred for the expenses for the use of their personal cell phones required to access the smartphone application GroupMe to communicate with other team members, receive messages from supervisors, and to receive pictures of problems in the building. Accordingly, Claimants are entitled to recover their unreimbursed expenditures and losses pursuant to Labor Code section 2802.

Traditional’s uniform failure to reimburse all necessary, business-related expenses violate Labor Code section 2802, and as such, penalties are recoverable as set forth in Labor Code sections 210, 1194, *et seq.*, and 2699. Claimants are entitled to recover unpaid wages, with interest, and are entitled to an award of attorneys’ fees as permitted by Labor Code section 1194, other penalties as permitted by Labor Code sections 210 and 2699, and waiting time penalties for former employees pursuant to Labor Code section 203.

Accordingly, Claimants seek the remedies set forth in the above-referenced Labor Code sections for themselves, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a), 2699.3(c), and 2699.5, Mr. Gielish, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for themselves, all other aggrieved employees, and the State of California against Traditional for violations of California Labor Code sections 201, 202, 203, and 2802.

Should you require any additional information, please feel free to contact me.

Sincerely,

ABRAMSON LABOR GROUP

A handwritten signature in black ink that reads "Cheryl Kenner". The signature is written in a cursive, flowing style.

Cheryl A. Kenner