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Superior Court of California,
County of San Diego
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Clerk of the Superior Court
By D. Cortez ,Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

JUAN CISNEROS, on behalf of others similarly
situated and the State of California under the
Private Attorneys General Act,

Plaintiffs,

vs.

WESTERN DISTRIBUTING COMPANY and
DOES 1 through 50, inclusive,

Defendants.

Case No. 25CU011199C

**REPRESENTATIVE ACTION
COMPLAINT**

1. Civil Penalties under the Private Attorneys
General Act (Labor Code §§ 2698 *et seq.*)

1 Plaintiff JUAN CISNEROS, on behalf of all others similarly situated and the State of
2 California under the Private Attorneys General Act (“Plaintiff”) brings this REPRESENTATIVE
3 ACTION COMPLAINT against Defendants WESTERN DISTRIBUTING COMPANY and DOES 1
4 through 50, inclusive (collectively “Defendants”), alleging as follows:

5 **INTRODUCTION**

6 1. This is a representative action complaint brought under the California Private Attorneys
7 General Act (Labor Code sections 2968 et seq.).

8 2. Defendants failed to compensate Plaintiff and the aggrieved employees for all hours
9 suffered or permitted to work in violation of the applicable IWC Wage Order.

10 3. Defendants’ underpayment of wages was facilitated by their unlawful company-wide
11 practice of requiring off-the-clock work without compensation.

12 4. Defendants failed to pay Plaintiff and the aggrieved employees all minimum wages due
13 to unlawful policies and practices of requiring off the clock work.

14 5. Defendants failed to compensate Plaintiff and the aggrieved employees for all non-
15 productive, rest, and recovery (or non-driving) periods.

16 6. Defendants failed to provide, authorize, and/or permit Plaintiff and the aggrieved
17 employees to take compliant meal periods to which they were entitled. Further, Defendants did not
18 pay Plaintiff and the aggrieved employees meal period premiums.

19 7. Defendants failed to properly reimburse Plaintiff and the aggrieved employees for
20 using their personal cell phones, downloading apps, and purchasing their own GPS to complete work-
21 related duties.

22 8. Defendants’ employment policies and practices enabled and facilitated these violations
23 on a company-wide basis with respect to the aggrieved employees.

24 9. Defendants are further liable for derivative claims for wage statements, untimely
25 payment, and other associated violations.

26 10. Plaintiff seeks to recover the underpaid damages, plus associated penalties, interests,
27 attorney’s fees and costs.
28

JURISDICTION & VENUE

11. Jurisdiction of this action is proper in this Court under Article VI, Section 10 of the California Constitution as the causes of action are premised upon violations of California law.

12. The monetary damages and restitution sought exceed the minimal jurisdiction limits of the Superior Court.

13. This Court has jurisdiction over Defendants because, upon information and belief, Defendants have sufficient minimum contacts in California, or otherwise intentionally avail themselves to the California economy so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

14. Venue is proper in this Court under Code of Civil Procedure sections 393(a), 395, and/or 395.5 because, upon information and belief, Defendants conducted business and committed some of the alleged violations in this County.

PARTIES

A. Plaintiff Juan Cisneros

15. Plaintiff Cisneros is an individual over 18 years of age who worked for Defendants in California as a non-exempt employee from about March 2024 to June 2024. Plaintiff worked as a Truck Driver.

16. The State of California, via the Labor and Workforce Development Agency (“LWDA”), is the real party in interest in this action. (*Kim v. Reins Int’l California, Inc.* (2020) 9 Cal. 5th 73, 81 [The “government entity on whose behalf the plaintiff files suit is always the real party in interest.”])

B. Defendants

17. Defendant Western Distributing Company is a Colorado corporation that maintains operations and conducts business throughout the State of California, including in this county.

18. The true names and capacities, whether individual, corporate, or otherwise, of the parties sued as DOES 1 through 50, are presently unknown, unascertainable, or uncertain, and are sued by such fictitious names under Code of Civil Procedure section 474. Upon information and belief, each of DOES 1 through 50 constitutes a legal employer or is otherwise legally responsible in some

manner for the acts and omissions alleged herein. This Complaint may be amended to reflect their true names and capacities once ascertained.

19. Upon information and belief, Defendants in this action are employers, co-employers, joint employers, and/or part of an integrated employer enterprise, as each of the Defendants exercised control over the wages, hours, and working conditions of the employees, suffered and permitted them to work, and otherwise engaged them as employees under California law.

20. Upon information and belief, at least some of the Defendants have common ownership, common management, interrelationship of operations, and centralized control over labor relations and are therefore part of an integrated enterprise and thus jointly and severally responsible for the acts and omissions alleged herein, including pursuant to Labor Code sections 558, 558.1, and 1197.1.

21. Upon information and belief, Defendants acted in all respects pertinent to this action as an alter-ego, agent, servant, joint employer, joint venturer, co-conspirator, partner, in an integrated enterprise, or in some other capacity on behalf of all other co-defendants, such that the acts and omissions of each defendant may be legally attributable to all others.

GENERAL ALLEGATIONS

22. Plaintiff and aggrieved employees worked for Defendants as non-exempt employees and were compensated on an hourly basis.

23. Defendants failed to pay Plaintiff and the aggrieved employees at the lawful minimum wage rate for all hours worked, resulting in unpaid minimum wages. Defendants violated the Labor Code and IWC Wage Order Minimum Wage sections in several ways.

24. First, as explained in further detail below, Defendants failed to pay and the aggrieved employees for all hours suffered or permitted to work. Specifically, Defendants failed to compensate Plaintiff and the aggrieved employees for time spent loading and unloading the truck and/or for work performed before or after driving the truck. Second, as explained in further detail below, Defendants often required Plaintiff and the aggrieved employees to work through their unpaid meal period. Specifically, Defendants required Plaintiff and the aggrieved employees to work through their meal periods to communicate with dispatchers, the dispatch manager, and the safety manager.

1 25. Plaintiff and the aggrieved employees were not paid for all hours worked and non-
2 productive periods. Specifically, Defendants failed to compensate Plaintiff and aggrieved employees
3 for all time spent loading and unloading trucks and for work performed before or after driving the
4 truck. In between trips, Plaintiff and the aggrieved employees were responsible for loading and/or
5 unloading their truck, weighing it, checking its proper functioning, maintaining it, and filling out trip
6 and truck documentation. Plaintiff and the aggrieved employees were also required to wait with the
7 truck until they were authorized to drive again. This occurred when Plaintiff and the aggrieved
8 employees reached their maximum number of hours per the Department of Transportation (“DOT”).
9 However, Plaintiff and the aggrieved employees were not paid for all time spent completing these
10 tasks because Defendants only paid Plaintiff and the aggrieved employees \$0.50 per mile. As a result,
11 Defendant would not account for the extra time spent on tasks other than driving.

12 26. For example, one time Plaintiff had to stay with his truck for 34 hours until he was able
13 to drive again. Plaintiff was not allowed to leave the truck and was not compensated for this time. This
14 resulted in unpaid wages to Plaintiff and the aggrieved employees.

15 27. Moreover, Plaintiff and aggrieved employees were responsible for washing the trucks
16 and filling them up with diesel fuel. However, Defendants did not pay Plaintiff and aggrieved
17 employees for all time spent washing and fueling the trucks. Plaintiff and aggrieved employees were
18 often required to wait in long lines at fuel stations for their turn. However, they were not permitted to
19 log the time spent washing the trucks or waiting in line to fuel, resulting in unpaid minimum wages.

20 28. Plaintiff and other aggrieved employees routinely experienced, missed, late, short, and
21 interrupted meal periods due to the demands of the job. Specifically, Plaintiff and the aggrieved
22 employees would be contacted by dispatchers, the dispatch manager, and the safety manager
23 throughout the duration of the trip regarding questions about the loads and any issues that needed to
24 be addressed. When Defendants contacted Plaintiff and the aggrieved employees, they would be
25 required to answer immediately. This resulted in Plaintiff and the aggrieved employees cutting their
26 meal periods short.

27 29. Additionally, due to the demands of the job, Plaintiff and the aggrieved employees
28 regularly took late meal periods well past the fifth hour of work. Plaintiff and the aggrieved employees

1 often worked 6-7 hours before being able to take a meal period. As a result, Plaintiff and the aggrieved
2 employees suffered from non-compliant meal periods.

3 30. Each time Plaintiff and the aggrieved employees experienced a noncompliant meal
4 period, they were owed a meal period premium. As a matter of policy and practice, Plaintiff and the
5 aggrieved employees were not provided meal period premiums in lieu of missed meal periods as
6 required by Labor Code section 226.7.

7 31. These violations create derivative liability for failure to timely pay all wages owed each
8 payday or upon separation of employment.

9 32. Further, Defendants did not pay final wages in a timely manner.

10 33. Because Defendants failed to pay all wages and premiums in each pay period in which
11 such wages were earned, Defendants violated Labor Code section 204 and/or 204b (for weekly
12 employees, as applicable). Defendants violated Labor Code sections 204 and 204b by failing to pay
13 all wages and premiums owed on the regular pay days scheduled each pay period within seven calendar
14 days of the close of the payroll period, as a result of Defendants' unlawful policies and practices.
15 Defendants failed to pay Plaintiff and aggrieved employees for all the time that they worked. These
16 payments were not made in time periods set forth in Labor Code section 204 and remain owing to this
17 day.

18 34. Because Defendants have not paid all wages and premiums owed to aggrieved
19 employees to this day, even after they separated from employment, Defendants are also liable for
20 waiting time penalties under Labor Code section 203. However, Defendants have not paid all waiting
21 time penalties owed.

22 35. Defendants failed to provide accurate itemized wage statements to aggrieved
23 employees in each pay period as a result of Defendants' unlawful policies and practices. Defendants
24 violated Labor Code section 226(a)(1) and (5) by not listing the correct "gross wages earned" or "net
25 wages earned," as the employees earned wages and premiums that were not paid, resulting in an
26 inaccurate reflection, and recording of "gross wages earned" on those wage statements.

27 36. Defendants violated Labor Code section 226(a)(2) by failing to accurately list
28 employees' "total hours worked," as the wage statements did not accurately include the

1 uncompensated time Plaintiff and other aggrieved employees worked due to Defendants' policy and
2 practice of requiring off-the-clock work. Specifically, Plaintiff and the aggrieved employees
3 completed tasks before and after driving the truck and during their meal periods while off-the-clock.
4 This time worked is not accurately reflected on Plaintiff's and the aggrieved employees' paystubs.

5 37. Additionally, Defendants violated Labor Code section 226(a)(3) by failing to list the
6 number of piece rate units earned and applicable piece-rate in effect. Specifically, Defendants paid
7 Plaintiff and the aggrieved employees \$0.50 per mile. However, this is not shown on Plaintiff's and
8 the aggrieved employees' paystubs. Further, the paystubs fail to show the number of miles driven
9 during the applicable pay period. Plaintiff and other aggrieved employees cannot promptly and easily
10 determine from the wage statement alone the piece-rate or units in effect without reference to other
11 documents or information.

12 38. Likewise, in violation of Labor Code section 226(a)(9), Defendants failed to state on
13 employee wage statements each pay period the applicable hourly rates in effect and the number of
14 hours worked at that rate, as Defendants failed to pay all wages and premiums owed to employees.
15 Defendants failed to show that Plaintiff and aggrieved employees were paid \$0.50 per mile and the
16 number of miles driven each pay period and all hours worked including work performed off the clock.
17 The amounts stated are instead depreciated and underpaid, resulting in an inaccurate reflection on
18 Plaintiff's and the aggrieved employees pay stubs.

19 39. Defendants had a policy and practice of failing to accurately list Plaintiff's and other
20 aggrieved employees' total hours worked due to Defendants requiring off-the-clock work. Further,
21 Defendants failed to accurately list Plaintiff's and the aggrieved employees' respective piece rate units
22 earned and applicable piece-rate in effect. Specifically, Defendants failed to show that Plaintiff and
23 the aggrieved employees were paid \$0.50 per mile and the number of miles driven each pay period.
24 An illustrative example of this violation is shown on Plaintiff's paystub for the pay period from
25 3/17/2024 to 3/23/2024. Here, Plaintiff's records show Defendant failed to include the piece rate units
26 and rate in effect. Plaintiff's paystubs fail to show their pay rate of \$0.50 per mile or how many miles
27 driven each pay period. Defendants list the gross amount and hours worked, without corresponding
28 information in the rate column. Plaintiff's rate is inaccurate because there is no amount listed in

1 violation of Labor Code section 226. Plaintiff and other aggrieved employees cannot promptly and
2 easily determine from the wage statement alone the piece-rate and piece rate units without reference
3 to other documents or information.

4 40. Defendants required Plaintiff and the aggrieved employees to incur costs for work-
5 related purposes without full reimbursement. In direct consequence of their job duties, Plaintiff and
6 the aggrieved employees unavoidably and necessarily incurred these losses, expenditures, costs, and
7 as a matter of policy and practice. Specifically, Plaintiff and the aggrieved employees were required
8 to use their personal cell phones to communicate with Defendants, including phone calls and text
9 messages. Plaintiff and the aggrieved employees would be contacted by dispatchers, the dispatch
10 manager, and the safety manager for any questions about the loads or issues that arose during the trip.
11 Additionally, Defendants required Plaintiff and the aggrieved employees to use the GPS on their cell
12 phones to navigate to each destination. Plaintiff also purchased his own GPS for \$650 to travel to each
13 location and was not reimbursed for this. Further, Plaintiff and the aggrieved employees were required
14 to download the Paylocity application on their personal cell phones. Defendants did not reimburse
15 Plaintiff and the aggrieved employees for using their personal cell phone for work-related purposes.
16 Plaintiff and aggrieved employees incurred expenses as part of their job duties and were not
17 reimbursed by Defendant for those costs.

18 41. Because of the policies and practices set forth in this notice, including the failure to
19 accurately account for wages earned or hours worked, Defendants failed to accurately maintain records
20 in accordance with Labor Code section 1174 and the IWC Wage Orders.

21 42. As a result of the foregoing violations, Defendants also failed to timely pay all wages
22 as they were due to Plaintiff and aggrieved employees while they were employed and also failed to
23 timely pay all wages due to Plaintiff and aggrieved employees at their separation of employment.

24 **FIRST CAUSE OF ACTION**

25 **CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT**

26 **Violation of Labor Code §§ 2698 *et seq.***

27 **(By Plaintiff on Behalf of the State and the Aggrieved Employees Against All Defendants)**

28 43. All outside paragraphs of this Complaint are incorporated into this section.

1 44. Plaintiff brings this cause of action as a proxy for the State of California on behalf of
2 the following “aggrieved employees” pursuant to the Private Attorneys General Act (“PAGA”),
3 codified as Labor Code section 2698 *et seq.*:

4 a. All current and former non-exempt employees who worked for Defendants in
5 California at any time from one year prior to the postmark date of the initial
6 PAGA notice through date of trial.

7 45. Plaintiff reserves the right to amend, supplement, or add to this description of the
8 aggrieved employees, according to proof.

9 46. The State of California, via the Labor and Workforce Development Agency
10 (“LWDA”), is the real party in interest in this action with respect to this cause of action. (*Kim v. Reins*
11 *Int’l California, Inc.* (2020) 9 Cal. 5th 73, 81 [The “government entity on whose behalf the plaintiff
12 files suit is always the real party in interest.”])

13 47. Labor Code section 2699(a) provides: “Notwithstanding any other provision of law,,
14 any provision of this code that provides for a civil penalty to be assessed and collected by the Labor
15 and Workforce Development Agency or any of its departments, divisions, commissions, boards,
16 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil
17 action brought by an aggrieved employee on behalf of the employee and other current or former
18 employees against whom a violation of the same provision was committed pursuant to the procedures
19 specified in Section 2699.3. “

20 48. Any allegations regarding violations of the IWC Wage Orders are enforceable as
21 violations of Labor Code section 1198, which states: “[t]he employment of any employee for longer
22 hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

23 49. Labor Code section 2699.3 sets forth the procedure for commencing an action for civil
24 penalties under the PAGA.

25 50. On or about **December 27, 2024**, Plaintiff paid the requisite PAGA filing fee and
26 provided written notice (by online electronic filing with the LWDA and by certified mail to
27 Defendants) of Defendants’ alleged Labor Code violations, including the facts and theories to support
28 the alleged violations.

1 51. A true and correct copy of Plaintiff's written PAGA notice, entitled "Notice of Labor
2 Code Violations" is attached hereto as Exhibit 1 and incorporated by reference as though fully set
3 forth herein (the "PAGA notice").

4 52. To date, neither Plaintiff nor Plaintiff's counsel has received a response to Plaintiff's
5 written PAGA notice from the LWDA.

6 53. Within 33 calendar days of the postmark date of the notice sent by Plaintiff, neither
7 Plaintiff nor Plaintiff's counsel has received written notice by certified mail from any defendant
8 providing a description of any actions taken to cure the alleged violations.

9 54. Now that at least 65 days have passed from Plaintiff notifying Defendants of these
10 violations, without notice of cure from Defendants or notice from the LWDA of its intent to investigate
11 the alleged allegations and issue the appropriate citations to Defendants, Plaintiff exhausted all
12 prerequisites and commenced this civil action under Labor Code section 2699 *et seq.*

13 55. As set forth in the PAGA notice attached as Exhibit 1 and incorporated into this
14 Complaint, Defendants committed the following violations and are liable for all corresponding civil
15 penalties:

- 16 a. ***Unpaid Hours Worked/Minimum Wage.*** Violation of Labor Code §§ 1194,
17 1197, 1198; IWC Wage Orders.
- 18 b. ***Unpaid Hours Worked/Non-Productive, Rest, and Recovery Periods.***
19 Violation of Labor Code §§ 226.2; IWC Wage Orders.
- 20 c. ***Unpaid Meal Period Premium Wages.*** Violation of Labor Code §§ 226.7, 512,
21 1198; IWC Wage Orders.
- 22 d. ***Untimely Payment of Wages During Employment.*** Violation of Labor Code
23 §§ 204, 204b, 210.
- 24 e. ***Untimely Payment of Wages Upon Separation of Employment.*** Violation of
25 Labor Code §§ 201, 202, 203, 256.
- 26 f. ***Non-Compliant Wage Statements.*** Violation of Labor Code §§ 226, 226.3.
- 27 g. ***Non-Compliant Wage Statements/Piece-Rate.*** Violation of Labor Code §§
28 226, 226.2, 226.3.

h. ***Unreimbursed Employee Expenses.*** Violation of Labor Code §§ 2802, 2804.

i. ***Failure to Maintain Accurate Records.*** Violation of Labor Code § 1174; IWC Wage Orders.

56. Plaintiff seeks to collect all recoverable civil penalties for the Labor Code violations alleged in this Complaint and the PAGA notice (including amendments thereto) against Defendants pursuant to Labor Code section 2699(a) and (f), in addition to attorneys' fees, costs, and interest to the extent permitted by law, including under Labor Code section 2699(k).

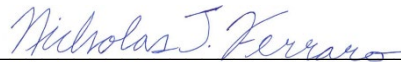
PRAYER

Plaintiff prays for judgment as follows:

- a. For recovery of damages in amount according to proof;
- b. For all recoverable pre- and post-judgment interest;
- c. For this action to be maintained as a representative action under the PAGA;
- d. For Plaintiff and counsel of record to be provided with all enforcement capability as if the action were brought by the State of California or the California Division of Labor Enforcement;
- e. For recovery of all civil penalties and other recoverable amounts under the PAGA;
- f. For reasonable attorneys' fees and costs of suit, including expert fees, to the extent permitted by law, associated with the PAGA claims pursuant to Labor Code § 2699, and Code of Civil Procedure section 1021.5 and any other applicable sections; and
- g. For such other relief the Court deems just and proper.

Dated: March 3, 2025

Ferraro Vega Employment Lawyers, Inc.



Nicholas J. Ferraro
Xavier L. Woodford
Attorneys for Plaintiff Juan Cisneros

EXHIBIT 1

Notice of Labor Code Violations

FERRARO VEGA

SAN DIEGO EMPLOYMENT LAWYERS

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December 27, 2024

NOTICE OF LABOR CODE VIOLATIONS CALIFORNIA LABOR CODE SECTIONS 2698 *et seq.*

VIA CERTIFIED U.S. MAIL
- Electronic Return Receipt -

Western Distributing Company
4955 Bannock Street
Denver, CO 80216

- PAGA Notice & Filing Fee -
Submitted electronically to the Labor and
Workforce Development Agency

Dear LWDA Officer and Company Representatives:

This letter serves as written notice under Labor Code section 2699.3 on behalf of **JUAN CISNEROS** (“Plaintiff(s)”) and all other “aggrieved employees” of the following “Defendant(s)”:

WESTERN DISTRIBUTING COMPANY

Defendant(s) shall mean and include the foregoing in addition to any other related employer entities, individuals under Labor Code sections 558 and 558.1, and all others who may be later added upon further investigation and discovery as liable employers.

This office serves as legal counsel for Plaintiff. If the California Labor and Workforce Development Agency (“LWDA”) does not investigate the facts, allegations, and violations set forth in this notice within the statutorily prescribed 65-day period under Labor Code section 2699.3, Plaintiff intends to commence a civil action against Defendant as a proxy and agent of the State of California under the Private Attorneys General Act (“PAGA”). “PAGA allows an ‘aggrieved employee’—a person affected by at least one Labor Code violation committed by an employer—to pursue penalties for all the Labor Code violations committed by that employer.” *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal. App. 5th 745, 751; *Kim v. Reins International California, Inc.* (2020) 9 Cal. 73, 79. Plaintiff maintains standing to pursue these claims against Defendant as an aggrieved employee.

Through this notice, Plaintiff requests that Defendant complete an internal investigation and audit of the wage and hour and employment practices at issue and make a good faith effort to

correct any violations. Plaintiff attempts to identify the non-compliant policies and practices affecting the aggrieved employees so that the parties may resolve the underlying damages and penalties in judgment or settlement approved by the Superior Court of California under Labor Code section 2699(s). Defendant is notified that any attempt to resolve this case should be conducted in coordination with Plaintiff's counsel to protect the interests of Plaintiff, the aggrieved employees, and the State of California via the LWDA. Plaintiff advises Defendant this letter should be also considered a reasonable attempt at settlement of this matter, subject to an exchange of additional documents and information. *Graham v. Daimler Chrysler Corp.* (2004) 24 Cal. 4th 553, 561.

- BACKGROUND -

Defendant employed Plaintiff during the PAGA Period in the position of Truck Driver from about March 2024 to June 2024. During their employment Plaintiff and the other aggrieved employees were subject to the wage and hour and employment protections set forth in the California Labor Code and IWC Wage Orders.

Through this notice, Plaintiff informs the LWDA of the Labor Code violations set forth herein. The “aggrieved employees” include Plaintiff and the following individuals:

All current and former non-exempt employees who worked for Defendant in the State of California during one-year period preceding the date of this notice through the current date and the date of trial in any pending action (the “aggrieved employees” and the “PAGA Period”).

Plaintiff reserves the right to expand or narrow the definition of the “aggrieved employees” in the forthcoming civil action. Furthermore, Plaintiff seeks all recoverable civil penalties for Defendant’ violations and reserves the right to supplement this notice as further investigation is completed and further facts, witnesses, and violations are uncovered.

- PAGA CLAIMS -

Unpaid Hours Worked/Minimum Wage Violation of Labor Code §§ 1194, 1197, 1198; IWC Wage Orders

Defendant violated Labor Code sections 1194, 1197, and 1198, along with the California Minimum Wage Order, the applicable local minimum wage ordinances, and the “Hours and Days of Work” and “Minimum Wages” sections of the applicable IWC Wage Orders with respect to the aggrieved employees.

Labor Code section 1194 renders it unlawful for an employee to receive less than the legal minimum wage for hours worked in California. Labor Code section 1197 further mandates that “[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful.”

Labor Code section 1198 renders “employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]” unlawful. The California Minimum Wage Order and the applicable sections of the IWC Wage Orders further require payment of minimum wages for all hours worked. The “Minimum Wages” sections of the applicable IWC Wage Order provide that “[e]very employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission, or otherwise.” The foregoing California wage laws require payment of “not less than the applicable minimum wage *for all hours worked* in the payroll period” and California law does not allow averaging of pay over the hours worked in the pay period, even if the total pay results in an average above the minimum wage. *Armenta v. Osmose, Inc.* (2005) 135 Cal. App. 3d 314, 324.

Defendant failed to pay Plaintiff and the aggrieved employees at the lawful minimum wage rate for all hours worked, resulting in unpaid minimum wages. Defendant violated the Labor Code and IWC Wage Order Minimum Wage sections in several ways.

First, as explained in further detail in the “Unpaid Hours Worked/Non-Productive, Rest, and Recovery Periods” section, Defendant failed to pay Plaintiff and all the aggrieved employees for all hours suffered or permitted to work. Specifically, Defendants failed to compensate Plaintiff and the aggrieved employees for time spent loading and unloading the truck and/or for work performed before or after driving the truck.

Second, as explained in further detail in the “Unpaid Meal Premium Wages” section, Defendant often required Plaintiff and the aggrieved employees to work through their unpaid meal period. Specifically, Defendant required Plaintiff and the aggrieved employees to work through their meal periods to communicate with dispatchers, the dispatch manager, and the safety manager.

As a result, Plaintiffs may recover civil penalties as individuals and on behalf of the State of California and the aggrieved employees, as provided under Labor Code sections 558 (\$50/\$100), 1197.1 (\$100/\$250), 1199 / “Penalties” section of the IWC Wage Orders (\$50/\$100), and 2699 (\$100/\$200) per violation per pay period per employee, along with all other civil penalties permitted by law.

Unpaid Hours Worked/Non-Productive, Rest, and Recovery Periods
Violation of Labor Code §§ 226.2; IWC Wage Orders

In addition to the foregoing unpaid wage violations, Defendant also violated Labor Code sections 226.2 and the “Hours and Days of Work,” “Minimum Wages,” and “Rest Periods” sections of the applicable IWC Wage Orders with respect to the aggrieved employees.

Labor Code section 226.2(a)(1) also requires employers to compensate employees for “rest and recovery periods and other non-productive time spent separate from any piece rate

compensation.” Under Labor Code section 226.2(a)(3), rest and recovery periods must be paid at an hourly rate that is no less than the higher of (i) an average hourly rate taken by dividing an employee’s total compensation for the workweek (exclusive of overtime and rest and recovery compensation) by the employee’s total hours worked and (ii) the applicable minimum wage. Under Labor Code section 226.2(a)(4), other nonproductive time must be paid at an hourly rate that is no less than the applicable minimum wage.

Furthermore, the “Hours and Days of Work,” “Minimum Wages,” and “Rest Periods” sections of the applicable IWC Wage Orders—as addressed in *Vaquero v. Stoneledge Furniture, LLC* (2017) 9 Cal. App. 5th 98—require employers to separately compensate all employees, not just piece-rate employees, for all hours worked, including rest periods and nonproductive time, to comply with California’s minimum wage obligations.

Plaintiff and the aggrieved employees were not paid for all hours worked and non-productive periods.

Defendant failed to pay Plaintiff and all the aggrieved employees for all hours suffered or permitted to work. Specifically, Defendant failed to compensate Plaintiff and the aggrieved employees for all time spent loading and unloading trucks and for work performed before or after driving the truck. In between trips, Plaintiff and the aggrieved employees were responsible for loading and/or unloading their truck, weighing it, checking its proper functioning, maintaining it, and filling out trip and truck documentation. Plaintiff and the aggrieved employees were also required to wait with the truck until they were authorized to drive again. This occurred when Plaintiff and the aggrieved employees reached their maximum number of hours per the Department of Transportation (“DOT”). However, Plaintiff and the aggrieved employees were not paid for all time spent completing these tasks because Defendant only paid Plaintiff and the aggrieved employees \$0.50 per mile. As a result, Defendant would not account for the extra time spent on tasks other than driving.

For example, one time Plaintiff had to stay with his truck for 34 hours until he was able to drive again. Plaintiff was not allowed to leave the truck and was not compensated for this time. This resulted in unpaid wages to Plaintiff and the aggrieved employees.

Additionally, Plaintiff and the aggrieved employees were responsible for washing the trucks and filling them up with diesel fuel. However, Defendant did not pay employees for all the time spent washing and waiting to fuel the trucks. Plaintiff and aggrieved employees were often required to wait in long lines at fuel stations for their turn. However, they were not permitted to log the time spent washing the trucks or waiting in line to fuel, resulting in unpaid minimum wages.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Unpaid Meal Period Premium Wages
Violation of Labor Code §§ 226.7, 512, 1198; IWC Wage Orders

Defendant violated Labor Code sections 226.7, 512, and 1198, along with the related sections of the IWC Wage Orders with respect to the aggrieved employees.

Labor Code section 512 and the IWC Wage Orders require that employers provide an uninterrupted 30-minute meal period after no more than five hours of work and a second meal period after no more than 10 hours of work. *See Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal. 4th 1004, 1049. Labor Code section 226.7 requires that if a meal period is late, missed, short, or interrupted, the employer must pay one additional hour of pay at the employee's "regular rate" of compensation. *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858, 862 ("We hold that the terms are synonymous: "regular rate of compensation" under section 226.7(c), like "regular rate of pay" under section 510(a), encompasses all nondiscretionary payments, not just hourly wages"). "[T]ime records showing noncompliant meal periods raise a rebuttable presumption of meal period violations, including at the summary judgment stage." *Donohue v. AMN Services, LLC* (2021) 11 Cal. 5th 58, 61. Labor Code section 1198 renders "employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]" unlawful. The IWC Wage Orders, including Section 11 (Meal Periods), further require one uninterrupted 30-minute meal period after no more than five hours of work and a second meal period after no more than 10 hours of work and an additional hour of pay at the employee's regular rate of compensation for each workday that a compliant meal period is not provided. Pursuant to Section 11(A) of the IWC Wage Orders, the California Supreme Court has held that the on-duty meal period exception is "exceedingly narrow" and applies only when (1) "the nature of the work prevents the employee from being relieved of all duty" and (2) *both* "the employer and employee have agreed, in writing, to the on-duty meal period." *Augustus v. AMB Security Services, Inc.* (2016) 2 Cal. 5th 257, 266-276 (emphasis added). If these two requirements are not met, then the employer owes the employee one hour of premium pay for each non-compliant meal period taken under the purported on-duty meal arrangement. *Naranjo v. Spectrum Security Services, Inc.* (2019) 40 Cal. 5th 444, 459.

Plaintiff and other aggrieved employees routinely experienced, missed, late, short, and interrupted meal periods due to the demands of the job. Specifically, Plaintiff and the aggrieved employees would be contacted by dispatchers, the dispatch manager, and the safety manager throughout the duration of the trip regarding questions about the loads and any issues that needed to be addressed. When Defendant contacted Plaintiff and the aggrieved employees, they would be required to answer immediately. This resulted in Plaintiff and the aggrieved employees cutting their meal periods short.

Additionally, due to the demands of the job, Plaintiff and the aggrieved employees regularly took late meal periods well past the fifth hour of work. Plaintiff and the aggrieved employees often worked 6-7 hours before being able to take a meal period. As a result, Plaintiff and the aggrieved employees suffered from non-compliant meal periods.

Each time Plaintiff and the aggrieved employees experienced a noncompliant meal period, they were owed a meal period premium. As a matter of policy and practice, Plaintiff and the aggrieved employees were not provided meal period premiums in lieu of missed meal periods as required by Labor Code section 226.7.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Untimely Payment of Wages During Employment
Violation of Labor Code §§ 204, 204b, 210

Defendant violated Labor Code sections 204 and/or 204b and 210, as applicable, with respect to Plaintiff and the aggrieved employees.

Labor Code section 204(a) requires payment of “all wages” for non-exempt employees at least twice each calendar month. Labor Code section 204(d) states all wages due must be paid “not more than seven calendar days following the close of the payroll period.” Labor Code section 204b applies to employees paid on a weekly basis and also requires the payment for all labor within the required pay periods. Labor Code section 210 provides “every person who fails to pay the wages of an employee as provided in Section ... 204 ... shall be subject to a civil penalty” of \$100 for an initial violation and \$200 plus 25% of the amount unlawfully withheld for a subsequent violation.

Because Defendant failed to pay all wages and premiums in each pay period in which such wages were earned at the lawful rate, Defendant violated Labor Code section 204 and/or 204b (for weekly employees, as applicable). Defendant violated Labor Code sections 204 and 204b by failing to pay all wages and premiums owed on the regular pay days scheduled each pay period within seven calendar days of the close of the payroll period, as a result of the policies and practices set forth in this notice.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Untimely Payment of Wages Upon Separation of Employment
Violation of Labor Code §§ 201, 202, 203, 256

Defendant violated Labor Code sections 201, 202, and 203 with respect to the aggrieved employees by failing to pay all wages and premiums owed upon termination of employment.

Labor Code section 201 requires that if an employer fires an employee, the wages must be paid immediately. Labor Code section 202 requires that if an employee quits without

providing 72 hours' notice, his or her wages must be paid no later than 72 hours thereafter. Labor Code section 202 states that if an employee provides 72 hours' notice, the final wages are payable upon his or her final day of employment. Labor Code section 203 requires an employer who fails to comply with Labor Code sections 201 or 202 to pay a waiting time penalty for each employee, up to a period of 30 days additional compensation.

Defendant failed to pay all wages and premiums owed to aggrieved employees during their employment as set forth in this notice, and also failed to timely pay those amounts to departing employees upon separation of employment. Defendant did not pay waiting time penalties for the late payments. As a result, Defendant violated Labor Code sections 201, 202, and 203.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Non-Compliant Wage Statements **Violation of Labor Code §§ 226, 226.3**

Defendants violated Labor Code sections 226(a) and 226.3 with respect to the aggrieved employees by failing to furnish itemized wage statements each pay period that accurately list all information required by Labor Code section 226(a)(1) through (9).

Labor Code section 226(a) requires an employer to furnish wage statements to employees semimonthly or at the time of each payment of wages, "an accurate itemized statement in writing showing:" (1) gross wages earned, (2) total hours worked, (3) the number of piece rate units earned and applicable piece-rate in effect, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the pay period, (7) the name of the employee and last four digits of SSN or an EIN, (8) the name and address of the legal name of the employer, and (9) all applicable hourly rates in effect during the pay period and the number of hours worked at each hourly rate by the employee.

Defendant failed to provide accurate itemized wage statements to the aggrieved employees each pay period as a result of the policies and practices set forth in this notice. Defendant violated Labor Code section 226(a)(1) and (5) by not listing the correct "gross wages earned" or "net wages earned," as the employees earned wages and premiums that were not paid, resulting in an inaccurate reflection, and recording of "gross wages earned" on those wage statements.

Defendant violated Labor Code section 226(a)(2) by failing to accurately list employees' "total hours worked," as the wage statements did not accurately include the uncompensated time Plaintiff and other aggrieved employees worked due to Defendant's policy and practice of requiring off-the-clock work. Specifically, Plaintiff and the aggrieved employees completed tasks before and after driving the truck and during their meal periods while off-the-clock. This time worked is not accurately reflected on Plaintiff's and the aggrieved employees' paystubs.

Additionally, Defendant violated Labor Code section 226(a)(3) by failing to list the number of piece rate units earned and applicable piece-rate in effect. Specifically, Defendant paid Plaintiff and the aggrieved employees \$0.50 per mile. However, this is not shown on Plaintiff's and the aggrieved employees' paystubs. Further, the paystubs fail to show the number of miles driven during the applicable pay period. Plaintiff and other aggrieved employees cannot promptly and easily determine from the wage statement alone the piece-rate or units in effect without reference to other documents or information.

Likewise, in violation of Labor Code section 226(a)(9), Defendant failed to state on employee wage statements each pay period the applicable rates in effect and the number of hours worked at that rate, as Defendant failed to list Plaintiff's and the aggrieved employee's rate of \$0.50 per mile and all hours worked including work performed off-the-clock. Further, Defendant failed to pay all wages and premiums owed to employees. The amounts stated are instead depreciated and underpaid, resulting in an inaccurate reflection on the pay stub.

Defendant had a policy and practice of failing to accurately list Plaintiff's and other aggrieved employees' total hours worked due to Defendant requiring off-the-clock work. Further, Defendant failed to accurately list Plaintiff's and the aggrieved employees' respective piece rate units earned and applicable piece-rate in effect. Specifically, Defendant failed to show that Plaintiff and the aggrieved employees were paid \$0.50 per mile and the number of miles driven each pay period. An illustrative example of this is shown below:

Juan C Cisneros					Earnings Statement		
Employee ID	150683	Fed Taxable Income	1,096.00	Check Date	March 29, 2024	Voucher Number	44387
Location	110-101010	Fed Filing Status	M	Period Beginning	March 17, 2024	Net Pay	932.81
Hourly	\$0.00	State Filing Status	M-0	Period Ending	March 23, 2024	Total Hours Worked	45.00

Earnings	Rate	Hours	Amount	YTD	Deductions	Amount	YTD
Regular		45.00	1,096.00	1,096.00	No Deductions		
Gross Earnings		45.00	1,096.00	1,096.00			

Taxes	Amount	YTD
CA	18.39	18.39
CO-DEN1	5.75	5.75
COPFL-EE	0.00	0.00
FITW	55.21	55.21
MED	15.89	15.89
SS	67.95	67.95
Taxes	163.19	163.19

Direct Deposits	Type	Account	Amount
KERN SCHOOLS FEDERAL CU	S	***0588	932.81
Total Direct Deposits			932.81

Time Off	Available Plan Year to Use	Used
PSST 1st	1.50	0.00
Vacation	0.00	0.00

Extract from Plaintiff's paystub for the pay period from 3/17/2024 to 3/23/2024.

Here, Plaintiff's records show Defendant failed to include the piece rate units and rate in effect. Plaintiff's paystubs fail to show their pay rate of \$0.50 per mile or how many miles driven each pay period. Defendant lists the gross amount and hours worked, without corresponding information in the rate column. Plaintiff's rate is inaccurate because there is no amount listed in violation of Labor Code section 226. Plaintiff and other aggrieved employees cannot promptly and easily determine from the wage statement alone the piece-rate and piece rate units without reference to other documents or information.

Plaintiff and other aggrieved employees cannot promptly and easily determine from the wage statement alone the wages paid or earned without reference to other documents or information. Indeed, these wage statement violations are significant because they sow confusion among Plaintiff and other aggrieved employees with respect to what amounts were owed and paid, at what rates, the number of hours worked, and how those amounts were or should be calculated. The wage statements reflect a false statement of earnings and concealed the underlying problems and underpayments of employee wages.

As a result, Plaintiffs may recover civil penalties as individuals and on behalf of the State of California and the aggrieved employees, as provided under Labor Code sections 226.3 (\$250/\$1,000) and 2699 (\$100/\$200) per violation per pay period per employee, along with all other civil penalties permitted by law.

Non-Compliant Wage Statements/Piece-Rate
Violation of Labor Code §§ 226, 226.2, 226.3

In addition to the foregoing wage statement violations Defendant also violated Labor Code sections 226.2 with respect to the aggrieved employees by failing to furnish itemized wage statements each pay period that accurately list all information required by that statute.

Defendants violated Labor Code sections 226(a) and 226.2(a) with respect to Claimant and other aggrieved employees by failing to furnish itemized wage statements each pay period that accurately list the information required by Labor Code sections 226(a)(3) and (9) and 226.2(a)(2)(A).

Labor Code section 226(a) requires an employer to furnish wage statements to employees semimonthly or at the time of each payment of wages, “an accurate itemized statement in writing” showing, in relevant part, (3) the number of piece-rate units earned and applicable piece rate in effect and (9) all applicable hourly rates in effect during the pay period and the number of hours worked at each hourly rate by the employee.

Labor Code sections 226.2(a)(2)(A) and (B) state that wage statements for employees compensated on a piece-rate-basis must, in addition to listing the items specified in section 226(a), also state the total hours of compensable rest and recovery periods and other non-productive time, the applicable rates of compensation, and the wages paid for those periods.

Defendant failed to provide accurate itemized wage statements to the aggrieved employees each pay period as a result of the policies and practices set forth in this notice.

As mentioned in the “Non-Compliant Wage Statements” section, Defendant violated Labor Code section 226(a)(3) by failing to list the number of piece rate units earned and applicable piece-rate in effect. Specifically, Defendant paid Plaintiff and the aggrieved employees \$0.50

per mile. However, this is not shown on Plaintiff's and the aggrieved employees' paystubs. Further, the paystubs fail to show the number of miles driven during the applicable pay period.

Further, Defendant violated Labor Code section 226(9) by failing to state on employee wage statements each pay period the applicable rates in effect and the number of hours worked at that rate, as Defendant failed to list Plaintiff's and the aggrieved employee's rate of \$0.50 per mile and all hours worked including work performed off-the-clock. Further, Defendant failed to pay all wages and premiums owed to employees. The amounts stated are instead depreciated and underpaid, resulting in an inaccurate reflection on the pay stub.

Defendant violated Labor Code sections 226.2(a)(2)(A) and (B) by failing to list the total hours of compensable rest and recovery periods and other non-productive time, the applicable rates of compensation, and the wages paid for those periods. Defendant lists the number of hours worked without showing the total hours of compensable rest and recovery periods and other non-productive time. Further, Defendant failed to list the applicable rates and wages paid, as Plaintiff and the aggrieved employees were paid \$0.50 per mile, and this is not reflected on their paystubs.

Defendant violated Labor Code section 226(a)(3) and/or (9) as well as Labor Code section 226.2(a)(2) by failing to list all applicable hourly and/or piece-rates in effect during the pay period to the extent any of these earnings categories compensate for rest and recovery periods or other non-productive time. An illustrative example of this is shown below:

Juan C Cisneros					Earnings Statement		
Employee ID	150683	Fed Taxable Income	1,096.00	Check Date	March 29, 2024	Voucher Number	44387
Location	110-101010	Fed Filing Status	M	Period Beginning	March 17, 2024	Net Pay	932.81
Hourly	\$0.00	State Filing Status	M-0	Period Ending	March 23, 2024	Total Hours Worked	45.00
Earnings	Rate	Hours	Amount	YTD	Deductions	Amount	YTD
Regular		45.00	1,096.00	1,096.00			
Gross Earnings		45.00	1,096.00	1,096.00	No Deductions		
Taxes			Amount	YTD	Direct Deposits	Type Account	Amount
CA			18.39	18.39	KERN SCHOOLS FEDERAL CU	S ***0588	932.81
CO-DEN1			5.75	5.75	Total Direct Deposits		932.81
COPFL-EE			0.00	0.00			
FITW			55.21	55.21			
MED			15.89	15.89			
SS			67.95	67.95			
Taxes			163.19	163.19			
					Available Plan Year		
					Time Off	to Use	Used
					PSST 1st	1.50	0.00
					Vacation	0.00	0.00

Extract from Plaintiff's paystub for the pay period from 3/17/2024 to 3/23/2024.

Here, Defendant fails to include the total hours of rest and recovery periods and other non-productive time, the applicable rates, and wages paid for those periods. Further, Plaintiff's paystubs fail to show their pay rate of \$0.50 per mile or how many miles driven each pay period. Defendant lists the gross amount and hours worked, without corresponding information in the rate column. Defendant fails to show to the total hours, rate, and wages paid to the extent any of these earnings compensate for rest and recovery periods or other

non-productive time. This resulted in a facial violation of Labor Code section 226(a) and 226.2, to the extent those earnings categories fall within the latter statute.

Plaintiff and other aggrieved employees cannot promptly and easily determine from the wage statement alone the wages paid or earned without reference to other documents or information. Indeed, these wage statement violations are significant because they sow confusion among Plaintiff and other aggrieved employees with respect to what amounts were owed and paid, at what rates, the number of hours worked, and how those amounts were or should be calculated. The wage statements reflect a false statement of earnings and concealed the underlying problems and underpayments of employee wages.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Unreimbursed Employee Expenses **Violation of Labor Code §§ 2802, 2804**

Defendant violated Labor Code section 2802 with respect to the aggrieved employees by failing to reimburse the aggrieved employees for all necessary expenditures or losses incurred as part of their job duties.

Labor Code section 2802 requires an employer to “indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her 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.” *See, e.g., Espinoza v. West Coast Tomato Growers, LLC*, 2016 WL 4468175 at *4, n.2 (S.D. Cal. Aug. 24, 2016, No. 14-CV-2984 W (KSC)).

Labor Code section 2804 affirms that “[a]ny contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled under the laws of this State.”

Defendant required Plaintiff and the aggrieved employees to incur costs for work-related purposes without full reimbursement. In direct consequence of their job duties, Plaintiff and the aggrieved employees unavoidably and necessarily incurred these losses, expenditures, costs, and as a matter of policy and practice.

Specifically, Plaintiff and the aggrieved employees were required to use their personal cell phones to communicate with Defendant, including phone calls and text messages. Plaintiff and the aggrieved employees would be contacted by dispatchers, the dispatch manager, and the safety manager for any questions about the loads or issues that arose during the trip.

Additionally, Defendant required Plaintiff and the aggrieved employees to use the GPS on their cell phones to navigate to each destination. Plaintiff also purchased his own GPS for \$650 to travel to each location and was not reimbursed for this. Further, Plaintiff and the aggrieved employees were required to download the Paylocity application on their personal cell phones. Defendant did not reimburse Plaintiff and the aggrieved employees for using their personal cell phone for work-related purposes. Plaintiff and aggrieved employees incurred expenses as part of their job duties and were not reimbursed by Defendant for those costs.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Failure to Maintain Accurate Records
Violation of Labor Code § 1174; IWC Wage Orders

Defendant violated Labor Code sections 1174 and the IWC Wage Orders by failing to maintain accurate employee payroll records with respect to Plaintiff and other aggrieved employees.

Labor Code section 1174 requires that employers maintain accurate “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.” Section 7(A) of the IWC Wage Orders, which may be enforced through Labor Code section 1198, mandates similar recordkeeping obligations.

Because of the policies and practices set forth in this notice, including the failure to accurately account for wages earned or hours worked, Defendant failed to accurately maintain records in accordance with Labor Code section 1174 and the IWC Wage Orders.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Attorneys’ Fees and Costs
Labor Code § 2699(k)(1)

Plaintiff has been compelled to retain the services of counsel to protect the interests of other aggrieved employees and the State of California. Plaintiff continues to incur attorneys’ fees and costs, which are recoverable under California law, including Labor Code section 2699(k)(1).

- LITIGATION HOLD NOTICE -

This letter imposes a duty upon all Defendant and their respective employees, officers, directors, executives, attorneys, human resource and payroll personnel, accountants, and other agents to preserve all physical and electronic evidence, including electronically stored information and emails, which relate to the employment of Plaintiff and the aggrieved employees specified in this notice. Evidence includes, but is not limited to, Defendant's written employment and payroll policies and handbooks; the aggrieved employees' personnel files and payroll records, such as paystubs, time records, wage statements, compensation reports, as well as the underlying electronically data in Excel or similar format. Memoranda and internal and external correspondence relating to the subject matter of this notice shall also be maintained. Failure to preserve and retain relevant evidence may constitute spoliation of evidence and result in an adverse inference or sanctions.

If you have any questions regarding the scope of your obligations to preserve evidence, please consult your legal counsel and always err on the side of caution. Periodic or regularly scheduled purges or deletions of information covered by this hold must be suspended immediately.

- CONCLUSION -

If the LWDA does not pursue enforcement, Plaintiff intends to bring representative claims on behalf of the State of California and the aggrieved employees seeking civil penalties for violations of the Labor Code and the IWC Wage Orders, along with attorneys' fees, costs, interest, and other appropriate relief.

Please advise if the LWDA intends to investigate any of the factual or legal allegations set forth in this notice. Defendant may contact Plaintiff's counsel with any questions regarding this letter or the forthcoming lawsuit.

Sincerely,



Xavier Woodford

Cc Plaintiff Juan Cisneros

Administration for Western Distributing Co.
admin@westerndistributingco.com

jkl