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PERSONAL INJURY
WRONGFUL DEATH
EMPLOYMENT LAW
PRODUCT LIABILITY
CLASS ACTION
DATA BREACH
QUI TAM

January 7, 2025

AMENDED Administrative Complaint

Via Certified Mail, Return Receipt Requested

Arrow Fence Company
Attn: Ravi Gill and Satanter Randhawa
4025 Cincinnati Ave
Rocklin, CA 95765

Via Electornic Submission

Labor Workforce & Development Agency
<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

**RE: NOTICE OF COMPLAINT FILED WITH LWDA,
DEMAND FOR EMPLOYEE RECORDS, & PRESERVATION DEMAND**

Employee: Francisco Ramirez

Employer(s): Arrow Fence Company, Ravi Gill, and Satanter Randhawa

Dates of Employment: 05/2024 – Present

Dear EMPLOYER and LWDA:

Counsel for Complainant inadvertently named Arrow Fence Corporation as the Employer in the initial filing of this PAGA administrative complaint and has since learned that Complainant was employed by a similarly named company. Arrow Fence Corporation is not an employer of the Complainant, and the administrative complaint is withdrawn as to that entity.

Complainant adds to this administrative complaint Arrow Fence Company located at 4025 Cincinnati Ave. Rocklin, CA 95765, which on information and belief is a d/b/a of Arrow Creative Solutions.

This letter is a complaint and notice of complaint to the California Labor Workforce & Development on behalf of the above-named employee and those similarly situated against the above identified employer(s) for violations of sections of the California Labor Code enforceable by the Private Attorney General's Act, Labor Code § 2699, et seq. Arnold Law Firm represents the above-identified employee. A designation of counsel form is attached.

This letter is also a demand for production of the following three categories of employee records, which the above employer(s) must produce within 21 days of receipt of this letter or be subject to suit:

1. All documents reflecting wages paid to the employee, and specific hours worked. (See Cal. Labor Code § 226(c).)
2. All documents that were signed by the employee. (See, Cal. Labor Code § 432.)
3. The employee's personnel file in its entirety. (See Cal. Labor Code § 1198.5.)

This letter is also a demand that the employer(s) identified above preserve all potential evidence related to the complaints in this matter and alter any document retention policies to avoid destruction of potentially relevant material. All business records, computer records, third party app data, cell phone messages, cell phone bills, computers, tablets, mobile phones, and any other form of information or means of storing information related to the issues raised here or in any way relating to our client's employment or communications must be preserved. This extends to both company materials and the materials owned by other employees (e.g. a manager's cell phone). Any destruction, deletion, or alleged "loss" of such materials will result in a request for sanctions for spoliation of evidence.

In general terms, our client alleges the following:

Labor Code Violation	Description of Violation
LC 6401, 6401.7 [Safe and Healthful Working Conditions]	Beginning August 2024 and continuing through October 2024, employer ceased providing drinking water to employees engaged in outdoor construction work. This policy was announced at safety meetings and repeatedly confirmed by ownership, who stated it was "no longer summer" and workers must provide their own water. This violates Cal-OSHA requirements for provision of potable drinking water.

LC 233, 246
[Paid Sick Leave]

Employer has failed to provide sick leave accrual at the minimum rate required by law (1 hour per 30 hours worked). The current accrual rate results in employees not receiving the minimum 24 hours by the 120th day of employment and 40 hours by the 200th day as required by Labor Code.

The above violations affect approximately 15-49 employees at the employer's location. Multiple employees have complained about these violations, particularly the lack of water during high-temperature work conditions. The employer has acknowledged these complaints but maintains their practices are legal.

The employer's water policy was explicitly announced at company safety meetings starting in August 2024, with multiple witnesses present. Video evidence from workplace cameras would show the cessation of water provision. Multiple foremen and supervisors can testify to these policy changes.

To the degree any violations of the California Labor Code are curable before suit, the employer(s) must do so within the statutory period and file and serve robust proof of any such cure.

Unless otherwise instructed by LWDA, we will file suit or amend any already-filed civil suit to include these PAGA allegations at the conclusion of the mandatory waiting period provided for by statute.

Very truly yours,

/s/ Joshua H. Watson

Joshua H. Watson,
Attorney at Law

AUTHORIZATION FOR LEGAL REPRESENTATION AND RELEASE OF INFORMATION

TO : _____

RE : Client's Name : Francisco Ramirez
Date of Birth : _____
Matter : Ramirez v. Arrow Fence, et al.

I, the undersigned, hereby appoint Clayeo C. Arnold, A Professional Law Corporation dba Arnold Law Firm, their attorneys, employees, agents and representatives, as my legal representative for investigating certain matters.

I authorize the party, agency or entity to whom this authorization is directed to furnish to my attorney, his agents, designees or representatives, the following: any and all records in your possession pertaining me, the undersigned. These records include but are not limited to, police reports, investigative reports, and related information; personnel, employment, payroll records and related information; insurance, policy information, payments, listing of providers, and related information; academic or school records, attendance records, grades, reports and related information; including but not limited to those listed above and further specified below:

I hereby waive any privilege which would prevent you from disclosing the above-described information to my attorney, but the waiver of any privilege is hereby expressly limited to allowing you to disclose the information to my attorney only, and all other privileges are hereby expressly retained and not waived.

A copy of this authorization shall be deemed as valid as the original. This authorization shall become effective immediately and remain in effect until revoked by me in writing or for one year from date of signature.

DATED: 10 / 30 / 2024

Signed:  _____

Francisco Ramirez