E-FILED
8/14/2025 5:30 PM
Clerk of Court
Superior Court of CA,
County of Santa Clara
25CV472816
Reviewed By: Y. Chavez

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
Norman B. Blumenthal (State Bar #068687)
Kyle R. Nordrehaug (State Bar #205975)
Aparajit Bhowmik (State Bar #248066)
Nicholas J. De Blouw (State Bar #280922)
Christine T. LeVu (State Bar #288271)
christine@bamlawca.com
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858)551-1223
Facsimile: (858) 551-1232
Website: www.bamlawca.com

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SANTA CLARA

ORLANDO ARELLANO, on behalf of the State of California, as a private attorney general,

Plaintiff,

vs.

BAKER DISTRIBUTING COMPANY LLC, a Limited Liability Company; and DOES 1 through 50, inclusive,

Defendants.

Case No. 25CV472816

REPRESENTATIVE ACTION COMPLAINT FOR:

1. Civil Penalties Pursuant to Labor Code § 2699 for violations of Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s).

Plaintiff Orlando Arellano ("PLAINTIFF"), on behalf of the people of the State of California and as an "aggrieved employee" acting as a private attorney general under the Labor Code Private Attorney General Act of 2004, § 2699, ("PAGA") only, alleges on information and belief, except for his own acts and knowledge which are based on personal knowledge, the following:

INTRODUCTION

1. PLAINTIFF brings this action against defendant Baker Distributing Company LLC (referred to as "DEFENDANT") seeking only to recover PAGA civil penalties on behalf of all current and former aggrieved employees that worked for DEFENDANT. PLAINTIFF does **not seek to recover anything other than penalties as permitted by California Labor Code § 2699**. To the extent that statutory violations are mentioned for wage violations, PLAINTIFF does not seek underlying general and/or special damages for those violations, but simply the civil penalties permitted by California Labor Code § 2699.

2. California has enacted the PAGA which permits PLAINTIFF to bring an action for PAGA penalties *only*, which is the precise and sole nature of this action.

3. Accordingly, PLAINTIFF seeks to obtain all applicable relief for DEFENDANT's violations under PAGA and solely for the relief as permitted by PAGA – that is, penalties and any other relief the Court deems proper pursuant to the PAGA. Nothing in this complaint should be construed as attempting to obtain any relief that would not be available in a PAGA-only action.

4. PLAINTIFF is not suing in his individual capacity; he is proceeding herein solely under the PAGA, on behalf of the State of California for all aggrieved employees. Nothing in this complaint should be construed as PLAINTIFF suing in his individual capacity.

THE PARTIES

5. Baker Distributing Company LLC ("DEFENDANT") is a limited liability company that at all relevant times mentioned herein conducted and continues to conduct substantial business in California.

6. DEFENDANT is a wholesale distributor specializing in HVAC, foodservice, and commercial refrigeration equipment, parts, and supplies.

7. PLAINTIFF was employed by DEFENDANT in California from January 1, 2025 to March 23, 2025. PLAINTIFF was at all times classified by DEFENDANT as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked.

8. PLAINTIFF, and such persons that may be added from time to time who satisfy the requirements and exhaust the administrative procedures under the Private Attorney General Act, brings this Representative Action on behalf of the State of California with respect to all individuals who are or previously were employed by DEFENDANT in California, including any employees staffed with DEFENDANT by a third party, and classified as non-exempt employees ("AGGRIEVED EMPLOYEES") during the time period of June 9, 2024 until a date as determined by the Court (the "PAGA PERIOD").

9. PLAINTIFF, on behalf of all AGGRIEVED EMPLOYEES presently or formerly employed by DEFENDANT during the PAGA PERIOD, brings this representative action pursuant to Labor Code § 2699 seeking fixed civil penalties for DEFENDANT's violation of California Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s). Based upon the foregoing, PLAINTIFF and all AGGRIEVED EMPLOYEES are aggrieved employees within the meaning of Labor Code § 2699.

10. The true names and capacities, whether individual, corporate, subsidiary, partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are presently unknown to PLAINTIFF who therefore sues these Defendants by such fictitious names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when they are ascertained. PLAINTIFF is informed and believes, and based upon that information and belief alleges, that the Defendants named in this Complaint, including DOES 1 through

50, inclusive, are responsible in some manner for one or more of the events and happenings that proximately caused the injuries and damages hereinafter alleged.

11. The agents, servants and/or employees of the Defendants and each of them acting on behalf of the Defendants acted within the course and scope of his, her or its authority as the agent, servant and/or employee of the Defendants, and personally participated in the conduct alleged herein on behalf of the Defendants with respect to the conduct alleged herein. Consequently, the acts of each Defendant are legally attributable to the other Defendants and all Defendants are jointly and severally liable to PLAINTIFF and all the AGGRIEVED EMPLOYEES, for the loss sustained as a proximate result of the conduct of the Defendants' agents, servants and/or employees.

THE CONDUCT

12. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all their time worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work. DEFENDANT requires PLAINTIFF and the AGGRIEVED EMPLOYEES to work without paying them for all the time they are under DEFENDANT's control. Among other things, DEFENDANT requires PLAINTIFF to work while clocked out during what is supposed to be PLAINTIFF's off-duty meal break. PLAINTIFF was from time to time interrupted by work assignments while clocked out for what should have been PLAINTIFF's off-duty meal break. DEFENDANT, as a matter of established company policy and procedure, administers a uniform practice of rounding the actual time worked and recorded by PLAINTIFF and the AGGRIEVED EMPLOYEES, always to the benefit of DEFENDANT, so that during the course of their employment, PLAINTIFF and the AGGRIEVED EMPLOYEES are paid less than they would have been paid had they been paid for actual recorded time rather than "rounded" time. As a result, PLAINTIFF and the AGGRIEVED EMPLOYEES forfeit minimum wage, overtime wage compensation, and off-duty meal

breaks by working without their time being correctly recorded and without compensation at the applicable rates. DEFENDANT's policy and practice not to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all time worked, is evidenced by DEFENDANT's business records.

13. As a result of their rigorous work schedules, PLAINTIFF and the AGGRIEVED EMPLOYEES were from time to time unable to take thirty (30) minute off duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF and the AGGRIEVED EMPLOYEES were required from time to time to perform work as ordered by DEFENDANT for more than five (5) hours during some shifts without receiving a meal break. Further, DEFENDANT from time to time failed to provide PLAINTIFF and AGGRIEVED EMPLOYEES with a second off-duty meal period for some workdays in which these employees were required by DEFENDANT to work ten (10) hours of work. DEFENDANT also engaged in the practice of rounding the meal period times to avoid paying penalties to PLAINTIFF and the AGGRIEVED EMPLOYEES. PLAINTIFF and the AGGRIEVED EMPLOYEES therefore forfeit meal breaks without additional compensation and in accordance with DEFENDANT's corporate policy and practice.

14. During the PAGA PERIOD, PLAINTIFF and the AGGRIEVED EMPLOYEES were also required from time to time to work in excess of four (4) hours without being provided ten (10) minute rest periods. Further, these employees were denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours from time to time, and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from time to time. PLAINTIFF and the AGGRIEVED EMPLOYEES were also not provided with one hour wages in lieu thereof. Additionally, the applicable California Wage Order requires employers to provide employees with off-duty rest periods, which the California Supreme Court defined as time during which an employee is relieved from all work related duties and free from employer control. In so doing, the Court held that

the requirement under California law that employers authorize and permit all employees to take rest period means that employers must relieve employees of all duties and relinquish control over how employees spend their time which includes control over the locations where employees may take their rest period. Employers cannot impose controls that prohibit an employee from taking a brief walk - five minutes out, five minutes back. Here, DEFENDANT's policy restricted PLAINTIFF and the AGGRIEVED EMPLOYEES from unconstrained walks and is unlawful based on DEFENDANT's rule which states PLAINTIFF and the AGGRIEVED EMPLOYEES cannot leave the work premises during their rest period.

15. During the PAGA PERIOD, DEFENDANT failed to accurately record and pay PLAINTIFF and the AGGRIEVED EMPLOYEES for the actual amount of time these employees worked. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all time worked, meaning the time during which an employee was subject to the control of an employer, including all the time the employee was permitted or suffered to permit this work. DEFENDANT required these employees to work off the clock without paying them for all the time they were under DEFENDANT's control. As such, DEFENDANT knew or should have known that PLAINTIFF and the AGGRIEVED EMPLOYEES were under compensated for all time worked. As a result, PLAINTIFF and the AGGRIEVED EMPLOYEES forfeited time worked by working without their time being accurately recorded and without compensation at the applicable minimum wage and overtime wage rates. To the extent that the time worked off the clock does not qualify for overtime premium payment, DEFENDANT failed to pay minimum wages for the time worked off-the-clock in violation of Cal. Lab. Code §§ 1194, 1197, and 1197.1.

16. From time to time, DEFENDANT also failed to provide PLAINTIFF and the AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed to show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226 provides that every employer shall furnish each of his or her employees with an accurate

itemized wage statement in writing showing, among other things, gross wages earned and all applicable hourly rates in effect during the pay period and the corresponding amount of time worked at each hourly rate. PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements DEFENDANT provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period. When the hours shown on the wage statements were added up, they did not equal the actual total hours worked during the pay period in violation of Cal. Lab. Code 226(a)(2). Aside, from the violations listed above in this paragraph, DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that lists all the requirements under California Labor Code 226. As a result, DEFENDANT from time to time provided PLAINTIFF and the AGGRIEVED EMPLOYEES with wage statements which violated Cal. Lab. Code § 226.

17. Cal. Lab. Code § 204(d) provides, the requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period. Cal. Lab. Code § 210 provides:

> [I]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections. . . .204. . .shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars ($100) for each failure to pay each employee; (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars ($200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.

18. DEFENDANT from time to time failed to pay PLAINTIFF and the AGGRIEVED EMPLOYEES within seven (7) days of the close of the payroll period in accordance with Cal. Lab. Code § 204(d), including but not limited to the “Hourly” regular wage payments.

19. DEFENDANT intentionally and knowingly failed to reimburse and indemnify PLAINTIFF and the AGGRIEVED EMPLOYEES for required business expenses incurred by the PLAINTIFF and the AGGRIEVED EMPLOYEES in direct consequence of discharging their duties on behalf of DEFENDANT. Under California Labor Code Section 2802, employers are required to indemnify employees for all expenses incurred in the course and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer shall 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."

20. In the course of their employment PLAINTIFF and the AGGRIEVED EMPLOYEES as a business expense, were required by DEFENDANT to use their own personal cellular phones as a result of and in furtherance of their job duties as employees for DEFENDANT but are not reimbursed or indemnified by DEFENDANT for the cost associated with the use of their personal cellular phones for DEFENDANT's benefit. Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were required by DEFENDANT to use their personal cellular phones. As a result, in the course of their employment with DEFENDANT, PLAINTIFF and the AGGRIEVED EMPLOYEES incurred unreimbursed business expenses which included, but were not limited to, costs related to the use of their personal cellular phones all on behalf of and for the benefit of DEFENDANT.

21. The employment of PLAINTIFF and some AGGRIEVED EMPLOYEES has terminated and DEFENDANT has not tendered payment of all wages owed as required by law in violation of the California Labor Code, Sections 201, 202, 203.

JURISDICTION AND VENUE

22. This Court has jurisdiction over this Action pursuant to California Code of Civil Procedure, Section 410.10.

23. Venue is proper in this Court pursuant to California Code of Civil Procedure,

Sections 395.5 and 393, because DEFENDANT operates in locations across California, employs AGGRIEVED EMPLOYEES across California, including in this County, and committed the wrongful conduct herein alleged in this County against AGGRIEVED EMPLOYEES.

FIRST CAUSE OF ACTION

For Violation of the Private Attorneys General Act

[Cal. Lab. Code §§ 2698]

(By PLAINTIFF and Against All Defendants)

24. PLAINTIFF realleges and incorporates by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

25. PAGA is a mechanism by which the State of California itself can enforce state labor laws through the employee suing under the PAGA who do so as the proxy or agent of the state's labor law enforcement agencies. An action to recover civil penalties under PAGA is fundamentally a law enforcement action designed to protect the public and not to benefit private parties. The purpose of the PAGA is not to recover damages or restitution, but to create a means of "deputizing" citizens as private attorneys general to enforce the Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the public interest to allow aggrieved employees, acting as private attorneys general to recover civil penalties for Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA claims cannot be subject to arbitration.

26. PLAINTIFF, and such persons that may be added from time to time who satisfy the requirements and exhaust the administrative procedures under the Private Attorney General Act, brings this Representative Action on behalf of the State of California with respect to all individuals who are or previously were employed by DEFENDANT in California, including any employees staffed with DEFENDANT by a third party, and classified as non-exempt employees (“AGGRIEVED EMPLOYEES”) during the time period of June 9, 2024 until a date as determined by the Court (the "PAGA PERIOD").

27. On June 9, 2025, PLAINTIFF gave written notice by electronic mail to the Labor and Workforce Development Agency (the "Agency") and by certified mail to the employer of the specific provisions of this code alleged to have been violated as required by Labor Code § 2699.3. *See* **Exhibit #1**, attached hereto and incorporated by this reference herein. The statutory waiting period for PLAINTIFF to add these allegations to the Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now commence a representative civil action under PAGA pursuant to Section 2699 as the proxy of the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

28. The policies, acts and practices heretofore described were and are an unlawful business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly record and provide legally required meal and rest periods, (c) failed to pay minimum wages, (d) failed to pay overtime wages, (e) failed to reimburse employees for required expenses, and (f) failed to provide wages when due, all in violation of the applicable Labor Code sections listed in Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s), and thereby gives rise to civil penalties as a result of such conduct.[1] PLAINTIFF hereby seeks recovery of only civil penalties as prescribed by the Labor Code Private Attorney General Act of 2004 as the representative of the State of California for the illegal conduct perpetrated on PLAINTIFF and the AGGRIEVED EMPLOYEES.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and severally, as follows:

1. On behalf of the State of California and with respect to all AGGRIEVED EMPLOYEES:

---

[1] Plaintiff specifically excludes and/or does not allege any claims under California Labor Code §558(a)(3).

A) Recovery of civil penalties as prescribed by the Labor Code Private Attorneys General Act of 2004; and,

B) An award of attorneys' fees and cost of suit, as allowable under the law, including, but not limited to, pursuant to Labor Code §2699.

Dated: August 14, 2025 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: /s/ Nicholas De Blouw
Norman B. Blumenthal
Kyle R. Nordrehaug
Nicholas J. De Blouw

Attorneys for Plaintiff

EXHIBIT 1

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA
LA JOLLA, CALIFORNIA 92037
Web Site: www.bamlawca.com
San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago
Phone: (858) 551-1223
Fax: (858) 551-1232

WRITERS E-MAIL: **rico@bamlawca.com**

WRITERS EXT: 1009

June 9, 2025
CA3675

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Baker Distributing Company LLC
Certified Mail #9589071052703176334419
CSC - LAWYERS INCORPORATING SERVICE
BECKY DE GEORGE
2710 GATEWAY OAKS DRIVE, Suite 150N
SACRAMENTO, CA 95833

RE: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California, and Violation of Applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

"Aggrieved Employees" refers to all individuals who are or previously were employed by Baker Distributing Company LLC in California, including any employees staffed with Baker Distributing LLC by a third party, and classified as non-exempt employees during the time period of June 9, 2024 until a date as determined by the Court. Our offices represent Plaintiff Orlando Arellano and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff was employed by Defendant in California from January 1, 2025 through March 23, 2025. Plaintiff worked for Defendant as a Back-Up Shipping Lead at Defendant's warehouse located at 2904 S. Agnus Ave., Fresno, CA 93725. Plaintiff's job duties included auditing orders that were pulled for shipping, creating bills for shipping trailers and helping to make sure shipments were processed correctly.

Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their missed meal and rest breaks, for all of their time spent working off the clock as described further below, and for businesses expenses incurred but not reimbursed.

Plaintiff was required to work off the clock as directed by Defendant which resulted in unpaid minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197 & 1198. For example, while clocked out and on his meal breaks, Plaintiff was regularly contacted on his work radio regarding work-related issues, such as asking Plaintiff about the status of a particular load or shipment to a particular client, or whether it was too late to add items to a shipment. Plaintiff's 10-hour shift was from 6:30 a.m. to 5 p.m. (Monday thru Friday) and it was known throughout the warehouse that Plaintiff took his lunch at 11:30 a.m. – but this did not deter co-workers and/or supervisors from contacting Plaintiff during his meal break. Plaintiff's supervisor, Hue Yang, also knew when Plaintiff took his meal break and was aware that Plaintiff was contacted during his meal breaks regarding work-related issues.

In addition, during the PAGA period Plaintiff and other Aggrieved Employees were often unable to take compliant meal breaks and rest breaks which is in violation of Cal. Labor Codes Sections 226.7 and 512. As to meal breaks, as set forth above, Plaintiff was unable to take uninterrupted, duty-free meal breaks due to constant work-related communications he received from co-workers and/or supervisors. Also, Plaintiff regularly missed his 2nd meal break for shifts lasting more than 10 hours. With respect to rest breaks, Plaintiff was often too busy to take his 2nd rest break for shifts lasting between 6.1-10 hours and never took a 3rd rest break for shifts lasting between 10.1 to 14 hours. Despite violating his rights as to meal breaks and rest breaks, Plaintiff received only **one** meal break premium payment and **zero** rest break premium payments. Attached as **Exhibit #1** are true and correct copies of Plaintiff's wage statements from January 20, 2025 through March 16, 2025, showing **one** meal break premium paid and **no** rest break premiums paid by Defendant in violation of Cal. Lab. Code Sections 226.7 & 512.

Pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages, including the meal and rest break penalties described above. Plaintiff further contends that Defendant failed to provide him and other Aggrieved Employees with accurate wage statements in violation of California Labor Code section 226(a). Plaintiff and the Aggrieved Employees were paid on an hourly basis. Accordingly, the wage statements should accurately display all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a)(2). The wage statements Defendant provided to Plaintiff and the Aggrieved employees were not accurate because, for example, they failed to identify the correct number of hours worked since Defendant failed to record the time Plaintiff spent dealing with work issues during his meal breaks.

Plaintiff was also not reimbursed for business related expenses that he incurred as a result of his job duties for Defendant in violation of Cal. Lab. Code Section 2802. For example, Plaintiff had to purchase his own work gloves every two weeks or as needed. This is because one of the newer managers, Francisco Rios, halted supplying gloves which previously were supplied by Defendant. Plaintiff also had to use his cell phone at work for work-related purposes, such as downloading the ADP application to track hours and for scheduling. Plaintiff also used his cell phone to take photographs in order to send to management at least once per week. Specifically, Plaintiff was tasked with taking and sending photographs to management so that they could verify certain work-related issues, such as whether the plastic wrap on pallets was installed incorrectly or whether the right or wrong items were contained within a particular shipment. Plaintiff also regularly used the calculator function on his cell phone in order to calculate the weight of shipping loads. Plaintiff was not reimbursed for any of the above-referenced expenses he incurred for the benefit of Defendant in violation of Cal. Lab. Code Section 2802.

Finally, as described in detail in this notice, Defendant failed to pay all wages and premiums owed to Plaintiff and Aggrieved Employees during their employment and also failed to timely pay those amounts due and earned to departing employees upon separation of employment, such as when Plaintiff's employment with Defendant ended in March of 2025, in violation of California Labor Code Sections 201-204. Defendant also failed to pay the waiting time penalties owed to Plaintiff and other Aggrieved Employees that stemmed from the non-payment of wages and premiums owed based on the allegations above. Said conduct, in addition to the foregoing, violates Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

This notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699, *et seq*. The lawsuit will consist of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees.

If you have any questions of concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

/s/ *Ricardo R. Ehmann*

Ricardo R. Ehmann, Esq.

EXHIBIT 1

CO.	FILE	DEPT.	CLOCK	VCHR. NO.	130
9HP	730358	300600		0000060998	1

Earnings Statement

BAKER DISTRIBUTING COMPANY, LLC
CORPORATE OFFICE
14610 BREAKERS DRIVE
JACKSONVILLE, FL. 32258

Period Beginning: 01/20/2025
Period Ending: 02/02/2025
Pay Date: 02/07/2025

Filing Status: [redacted]
Exemptions/Allowances:
Federal: Standard Withholding Table

Social Security Number: XXX-XX-[redacted]

ORLANDO A ARELLANO
[redacted]

Earnings	rate	hours	this period	year to date
Regular	19.0000	72.00	1,368.00	1,368.00
Overtime	28.5000	14.18	404.13	404.13
Gross Pay			**$1,772.13**	1,772.13

Deductions	Statutory	this period	year to date
	Social Security Tax	-109 .87	109.87
	Medicare Tax	-25 .70	25.70
	CA State Income Tax	-25 .20	25.20
	CA SDI Tax	-21 .27	21.27
	Net Pay	**$1,590.09**	
	Dirdep Checkng1	-1 ,590.09	1,590.09
	Net Check	**$0.00**	

Other Benefits and Information	this period	total to date
PTO BALANCE	0.00	
401K ELG EARNS	1,772.13	
Totl Hrs Worked	86.18	

Important Notes

YOUR COMPANY PHONE NUMBER IS 904-407-4344

Additional Tax Withholding Information

Taxable Marital Status:
CA: [redacted]
Exemptions/Allowances:
CA: [redacted]

Your federal taxable wages this period are $1,772.13

BAKER DISTRIBUTING COMPANY, LLC
CORPORATE OFFICE
14610 BREAKERS DRIVE
JACKSONVILLE, FL. 32258

Advice number: **00000060998**
Pay date: 02/07/2025

Deposited to the account of	account number	transit ABA	amount
ORLANDO A ARELLANO	XXXXXXXX[redacted]	XXXX XXXX	$1,590.09

NON-NEGOTIABLE

CO.	FILE	DEPT.	CLOCK	VCHR. NO.	130
9HP	730358	300600		0000081196	1

Earnings Statement

ADP

BAKER DISTRIBUTING COMPANY, LLC
CORPORATE OFFICE
14610 BREAKERS DRIVE
JACKSONVILLE, FL. 32258

Period Beginning: 02/03/2025
Period Ending: 02/16/2025
Pay Date: 02/21/2025

Filing Status: [redacted]
Exemptions/Allowances:
Federal: Standard Withholding Table

ORLANDO A ARELLANO
[redacted]

Social Security Number: XXX-XX-[redacted]

Earnings	rate	hours	this period	year to date
Regular	19.0000	80.00	1,520.00	2,888.00
Overtime	28.5000	15.40	438.90	843.03
	Gross Pay		**$1,958.90**	3,731.03

Deductions		this period	year to date
	Statutory		
	Social Security Tax	-121.45	231.32
	Medicare Tax	-28.40	54.10
	CA State Income Tax	-29.31	54.51
	CA SDI Tax	-23.50	44.77
	Other		
	Child Support	-182.76	182.76
	Net Pay	**$1,573.48**	
	Dirdep Checkng1	-1,573.48	3,163.57
	Net Check	**$0.00**	

Other Benefits and Information	this period	total to date
PTO BALANCE	0.00	
401K ELG EARNS	1,958.90	
Totl Hrs Worked	95.40	

Important Notes

YOUR COMPANY PHONE NUMBER IS 904-407-4344

Additional Tax Withholding Information

Taxable Marital Status:
CA: [redacted]
Exemptions/Allowances:
CA: [redacted]

Your federal taxable wages this period are $1,958.90

BAKER DISTRIBUTING COMPANY, LLC
CORPORATE OFFICE
14610 BREAKERS DRIVE
JACKSONVILLE, FL. 32258

Advice number: **00000081196**
Pay date: 02/21/2025

Deposited to the account of	account number	transit ABA	amount
ORLANDO A ARELLANO	xxxxxxxx[redacted]	xxxx xxxx	$1,573.48

THIS IS NOT A CHECK

NON-NEGOTIABLE

CO.	FILE	DEPT.	CLOCK	VCHR. NO.	130
9HP	730358	300600		0000105004	1

Earnings Statement

BAKER DISTRIBUTING COMPANY, LLC
CORPORATE OFFICE
14610 BREAKERS DRIVE
JACKSONVILLE, FL. 32258

Period Beginning: 02/17/2025
Period Ending: 03/02/2025
Pay Date: 03/07/2025

Filing Status: [redacted]
Exemptions/Allowances:
Federal: Standard Withholding Table

ORLANDO A ARELLANO
[redacted]

Social Security Number: XXX-XX-[redacted]

Earnings

	rate	hours	this period	year to date
Regular	19.0000	80.00	1,520.00	4,408.00
Overtime	28.5000	9.05	257.93	1,100.96
Ca Meal Prem	19.0000	1.00	19.00	19.00
Imputed Std			2.94	2.94
Gross Pay			**$1,799.87**	5,530.90

Your federal taxable wages this period are $1,798.26

Deductions

Statutory	this period	year to date
Social Security Tax	-111.50	342.82
Medicare Tax	-26.07	80.17
CA State Income Tax	-25.77	80.28
CA SDI Tax	-21.58	66.35
Other		
Accident Plan	-3.86	3.86
Basicstd Ercost	-2.94	
Child Support	-182.76	365.52
Employee Life	-13.85	13.85
Supplmntal Ad&D	-2.04	2.04
Vision	-1.61*	1.61
Net Pay	**$1,407.89**	
Dirdep Checkng1	-1,407.89	4,571.46
Net Check	**$0.00**	

*** Excluded from federal taxable wages**

Other Benefits and Information

	this period	total to date
BASIC LIFE ER	0.55	0.55
BASICADD ERCOST	0.18	0.18
BASICSTD ERCOST	2.94	2.94
PTO BALANCE	0.00	
VISION ER COST	1.05	1.05
401K ELG EARNS	1,796.93	
Totl Hrs Worked	89.05	

Important Notes

YOUR COMPANY PHONE NUMBER IS 904-407-4344

Additional Tax Withholding Information

Taxable Marital Status:
CA: [redacted]
Exemptions/Allowances:
CA: [redacted]

BAKER DISTRIBUTING COMPANY, LLC
CORPORATE OFFICE
14610 BREAKERS DRIVE
JACKSONVILLE, FL. 32258

Advice number: **00000105004**
Pay date: 03/07/2025

Deposited to the account of	account number	transit ABA	amount
ORLANDO A ARELLANO	XXXXXXXX[redacted]	XXXX XXXX	$1,407.89

THIS IS NOT A CHECK

NON-NEGOTIABLE

CO.	FILE	DEPT.	CLOCK	VCHR. NO.	130
9HP	730358	300600		0000121215	1

Earnings Statement

BAKER DISTRIBUTING COMPANY, LLC
CORPORATE OFFICE
14610 BREAKERS DRIVE
JACKSONVILLE, FL. 32258

Period Beginning: 03/03/2025
Period Ending: 03/16/2025
Pay Date: 03/21/2025

ORLANDO A ARELLANO
[redacted]

Filing Status: [redacted]
Exemptions/Allowances:
Federal: Standard Withholding Table

Social Security Number: XXX-XX-[redacted]

Earnings

Earnings	rate	hours	this period	year to date
Regular	19.0000	79.47	1,509.93	5,917.93
Overtime	28.5000	7.75	220.88	1,321.84
Imputed Std			2.94	5.88
Ca Meal Prem				19.00
Gross Pay			**$1,733.75**	7,264.65

Deductions

Statutory	this period	year to date
Social Security Tax	-107.39	450.21
Medicare Tax	-25.12	105.29
CA State Income Tax	-24.32	104.60
CA SDI Tax	-20.79	87.14

Other	this period	year to date
Accident Plan	-3.86	7.72
Basicstd Ercost	-2.94	
Child Support	-182.76	548.28
Employee Life	-13.85	27.70
Supplmntal Ad&D	-2.04	4.08
Vision	-1.61*	3.22
Net Pay	**$1,349.07**	
Dirdep Checkng1	-1,349.07	5,920.53
Net Check	**$0.00**	

*** Excluded from federal taxable wages**

Your federal taxable wages this period are $1,732.14

Other Benefits and Information

Other Benefits and Information	this period	total to date
BASIC LIFE ER	0.55	1.10
BASICADD ERCOST	0.18	0.36
BASICSTD ERCOST	2.94	5.88
PTO BALANCE	0.00	
VISION ER COST	1.05	2.10
401K ELG EARNS	1,730.81	
Totl Hrs Worked	87.22	

Important Notes

YOUR COMPANY PHONE NUMBER IS 904-407-4344

Additional Tax Withholding Information

Taxable Marital Status:
CA: [redacted]
Exemptions/Allowances:
CA: [redacted]

BAKER DISTRIBUTING COMPANY, LLC
CORPORATE OFFICE
14610 BREAKERS DRIVE
JACKSONVILLE, FL. 32258

Advice number: **00000121215**
Pay date: 03/21/2025

Deposited to the account of	account number	transit ABA	amount
ORLANDO A ARELLANO	XXXXXXXX[redacted]	XXXX XXXX	$1,349.07

NON-NEGOTIABLE