

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:
Nick@bamlawca.com

WRITERS EXT:
1004

July 29, 2025
CA3697

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

CRST Lincoln Sales, Inc.
Certified Mail #9589071052700057738045
Cogency Global Inc.
Erin Haggerty
1325 J street, Suite 1550
Sacramento, CA 95814

RE: Notice Of Violations Of California Labor Code Sections §§ 204, 210, 226(a), 226.7, 246, 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 CRST Lincoln Sales, Inc. (“Defendant”) in California, including any employees staffed with CRST Lincoln Sales, Inc. by a third party, and classified as non-exempt employees during the time period of July 29, 2024 until a date as determined by the Court (“PAGA Period”). Our offices represent Cesar Sanchez (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff has been employed by Defendant in California since October of 2016. Plaintiff works for Defendant as a Tractor Technician II at Defendant’s location at 1090 E. Belmont Street, Ontario, CA 91761.

Plaintiff has been 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.

As a part of Plaintiff’s job, he is required by Defendant to perform preventative maintenance and repair and replace parts on diesel tractor trucks. During the PAGA Period, Plaintiff and other Aggrieved Employees have been required to supply their own hand tools and equipment to service and repair vehicles for Defendant’s customers. Despite requiring

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Plaintiff and other Aggrieved Employees to supply their own tools and equipment to perform the job, Defendant failed to pay at least two times the minimum wage to Plaintiff and other Aggrieved Employees as mandated by the Industrial Welfare Commission Wage Orders and in violation of Cal. Lab. Code Sections 1197 and 1197.1.

During the PAGA period Plaintiff and other Aggrieved Employees were not able to always take the legally required meal and rest periods which is in violation of Cal. Labor Codes Sections 226.7 and 512. By way of example, Plaintiff would take a lunch break after already working five (5) hours as a result of maintenance tasks on trucks that needed to be completed in order for the trucks to go out in the field on that work day. Plaintiff would have to review check engine lights and fuel filters, amongst other maintenance and repair tasks, during his work shift and that meant sometimes he was not able to take a meal period on time or a rest break at all. Further, Plaintiff believes and alleges that his shop manager would unilaterally manipulate his time records to avoid paying meal break premiums for meal break violations. Additionally, Plaintiff was also frequently interrupted when on his off duty meal and rest breaks by his shop foreman who would ask for status of repair and maintenance on Plaintiff's assigned diesel trucks. A review of Plaintiff's pay stubs reveals that ***Defendant paid ZERO rest break penalties*** to Plaintiff and failed to pay Plaintiff for all of his meal break violations. As a result of the above, Defendant violated Cal. Labor Code Sections 226.7, 510, 512, 1194, 1197, and 1197.1.

Pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages, including the minimum, overtime and 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. 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) (2). The wage statements Defendant provided to Plaintiff and the Aggrieved employees failed to identify the correct number of hours worked and wages earned as a result of the above conduct.

Defendant also paid Plaintiff and other Aggrieved Employees non-discretionary incentive compensation wages during the PAGA Period in which Defendant failed to correctly include these payments into Plaintiff's regular rate for the purposes of calculating the correct overtime, meal break violation pay, and sick pay and as a result violated Labor Code Sections 226.7, 246, 510 and 512. For example, Defendant paid Plaintiff a "Life Excess" non-discretionary wage in the PAGA Period and Plaintiff also worked overtime and/or was paid a meal period violation and/or sick pay during that pay period. Defendant failed to include these wages into Plaintiff's regular rate and as a result

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Plaintiff was not paid proper wages during the PAGA Period.

Defendant further failed to reimburse Plaintiff for all of his 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, Defendant calls and texts Plaintiff on his personal cell phone for scheduling, and truck repair and maintenance statuses. Plaintiff's supervisor, would call plaintiff directly on his cell phone regarding work-related issues during the PAGA Period and Defendant failed to reimburse Plaintiff for the costs associated with his cell phone use in violation of Cal. Lab. Code Section 2802.

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/ Nicholas J. De Blouw

Nicholas J. De Blouw Esq.

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