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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

CHRISTOPHER SANCHEZ, on behalf of the
State of California, as a private attorney
general,

Plaintiff,

vs.

THE SHERWIN-WILLIAMS COMPANY, a
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. **26CV201224**

**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).

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

6 INTRODUCTION

7 1. PLAINTIFF brings this action against defendant The Sherwin-Williams Company
8 (referred to as "DEFENDANT") seeking only to recover PAGA civil penalties on behalf of all
9 current and former aggrieved employees that worked for DEFENDANT. PLAINTIFF does **not**
10 **seek to recover anything other than penalties as permitted by California Labor Code §**
11 **2699**. To the extent that statutory violations are mentioned for wage violations, PLAINTIFF
12 does not seek underlying general and/or special damages for those violations, but simply the
13 civil penalties permitted by California Labor Code § 2699.

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

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

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

24 THE PARTIES

25 5. The Sherwin-Williams Company ("DEFENDANT") is a corporation that at all
26 relevant times mentioned herein conducted and continues to conduct substantial business in
27 California.
28

1 6. DEFENDANT is an American paints and coatings company. It is primarily
2 engaged in the manufacture, distribution, and sale of paints, coatings, floor coverings, and
3 related products.

4 7. PLAINTIFF was employed by DEFENDANT in California from October of 2024
5 to October 17, 2025. PLAINTIFF was at all times classified by DEFENDANT as a non-exempt
6 employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and
7 payment of minimum and overtime wages due for all time worked.

8 8. PLAINTIFF, and such persons that may be added from time to time who satisfy
9 the requirements and exhaust the administrative procedures under the Private Attorney General
10 Act, brings this Representative Action on behalf of the State of California with respect to all
11 individuals who are or previously were employed by DEFENDANT in California, including any
12 employees staffed with DEFENDANT by a third party, and classified as non-exempt employees
13 (“AGGRIEVED EMPLOYEES”) during the time period of January 27, 2025 until a date as
14 determined by the Court (the "PAGA PERIOD").

15 9. PLAINTIFF, on behalf of all AGGRIEVED EMPLOYEES presently or
16 formerly employed by DEFENDANT during the PAGA PERIOD, brings this representative
17 action pursuant to Labor Code § 2699 seeking fixed civil penalties for DEFENDANT’s
18 violation of California Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512,
19 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8,
20 Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s). Based upon the
21 foregoing, PLAINTIFF and all AGGRIEVED EMPLOYEES are aggrieved employees
22 within the meaning of Labor Code § 2699.

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

1 and belief alleges, that the Defendants named in this Complaint, including DOES 1 through
2 50, inclusive, are responsible in some manner for one or more of the events and happenings
3 that proximately caused the injuries and damages hereinafter alleged.

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

12 13 THE CONDUCT

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

1 EMPLOYEES forfeit minimum wage, overtime wage compensation, and off-duty meal
2 breaks by working without their time being correctly recorded and without compensation at
3 the applicable rates. DEFENDANT's policy and practice not to pay PLAINTIFF and the
4 AGGRIEVED EMPLOYEES for all time worked, is evidenced by DEFENDANT's business
5 records.

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

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

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

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

26 16. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
27 AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed to
28 show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226

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

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

21 in [I]n addition to, and entirely independent and apart from, any other penalty provided
22 this article, every person who fails to pay the wages of each employee as provided in
23 Sections. . . 204. . . shall be subject to a civil penalty as follows: (1) For any initial
24 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.

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

1 19. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFF
2 and the AGGRIEVED EMPLOYEES their correct wages and accordingly owe waiting time
3 penalties pursuant to Cal. Lab. Code Section 203.

4 20. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
5 PLAINTIFF and the AGGRIEVED EMPLOYEES for required business expenses incurred
6 by the PLAINTIFF and the AGGRIEVED EMPLOYEES in direct consequence of
7 discharging their duties on behalf of DEFENDANT. Under California Labor Code Section
8 2802, employers are required to indemnify employees for all expenses incurred in the course
9 and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer
10 shall indemnify his or her employee for all necessary expenditures or losses incurred by the
11 employee in direct consequence of the discharge of his or her duties, or of his or her
12 obedience to the directions of the employer, even though unlawful, unless the employee, at
13 the time of obeying the directions, believed them to be unlawful."

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

25 22. The employment of PLAINTIFF and some AGGRIEVED EMPLOYEES has
26 terminated and DEFENDANT has not tendered payment of all wages owed as required by
27 law.
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1 with respect to all individuals who are or previously were employed by DEFENDANT in
2 California, including any employees staffed with DEFENDANT by a third party, and
3 classified as non-exempt employees ("AGGRIEVED EMPLOYEES") during the time
4 period of January 27, 2025 until a date as determined by the Court (the "PAGA PERIOD").

5 28. On January 27, 2026, PLAINTIFF gave written notice by electronic mail to the
6 Labor and Workforce Development Agency (the "Agency") and by certified mail to the
7 employer of the specific provisions of this code alleged to have been violated as required by
8 Labor Code § 2699.3. See Exhibit #1, attached hereto and incorporated by this reference
9 herein. On April 24, 2026, PLAINTIFF gave amended written notice by electronic mail to
10 the Labor and Workforce Development Agency (the "Agency") and by certified mail to the
11 employer of the specific provisions of this code alleged to have been violated as required by
12 Labor Code § 2699.3. See Exhibit #2, attached hereto and incorporated by this reference
13 herein. The statutory waiting period for PLAINTIFF to add these allegations to the
14 Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now
15 commence a representative civil action under PAGA pursuant to Section 2699 as the proxy
16 of the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

17 29. The policies, acts and practices heretofore described were and are an unlawful
18 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the
19 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly
20 record and provide legally required meal and rest periods, (c) failed to pay minimum wages,
21 (d) failed to pay overtime wages, (e) failed to reimburse employees for required expenses,
22 and (f) failed to provide wages when due, all in violation of the applicable Labor Code
23 sections listed in Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 558(a)(1)
24 (2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040,
25 Subdivision 5(A)-(B), and the applicable Wage Order(s), and thereby gives rise to civil
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1 penalties as a result of such conduct.¹ PLAINTIFF hereby seeks recovery of only civil
2 penalties as prescribed by the Labor Code Private Attorney General Act of 2004 as the
3 representative of the State of California for the illegal conduct perpetrated on other
4 AGGRIEVED EMPLOYEES.

5
6 **PRAYER FOR RELIEF**

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

9 1. On behalf of the State of California and with respect to other AGGRIEVED
10 EMPLOYEES:

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

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

15 Dated: July 27, 2026 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
16

17 By: /s/ Nicholas De Blouw
18 Kyle R. Nordrehaug
19 Nicholas J. De Blouw
20 *Attorneys for Plaintiff*
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28 ¹Plaintiff specifically excludes and/or does not allege any claims under California Labor
Code §558(a)(3).

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EXHIBIT 1

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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**WRITERS E-MAIL:
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**WRITERS EXT:
1009**

**January 27, 2026
CA3778**

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

**Labor and Workforce Development Agency
Online Filing**

**THE SHERWIN-WILLIAMS COMPANY
Certified Mail #9589071052700057730278
CT Corporation System
330 N. Brand Ave., Suite 700
Glendale, CA 91203**

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), Violation of the applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

This letter serves as a written notice under California Labor Code Section 2699.3 on behalf of Christopher Sanchez ("Plaintiff") and all other Aggrieved Employees of The Sherwin-Williams Company ("Defendant"). "Aggrieved Employees" refers to all individuals who are or previously were employed by The Sherwin-Williams Company in California, including any employees staffed with The Sherwin-Williams Company by a third party, and classified as non-exempt employees during the time period of January 27, 2025 until a date as determined by the Court ("PAGA Period"). Our offices represent Plaintiff and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff was employed by Defendant in California from October of 2024 to October 17, 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. 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 and/or non-compliant meal and rest breaks, for all of their time spent working off the clock as described further below, and for business expenses incurred but not reimbursed.

Plaintiff was employed by as an Assistant Manager at Defendant's store location in Lathrop, California. During the PAGA Period, Plaintiff and other Aggrieved Employees were subjected to numerous violations during their employment with Defendant.

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Plaintiff was regularly unable to take compliant meal breaks and rest breaks which were often late, interrupted or missed entirely in violation of Cal. Labor Codes Section 226.7, 512 & 1198. Plaintiff's typical scheduled shift was from 6:30 a.m. to 4:30 p.m., Tuesday thru Friday, and 7:30 a.m. to 5:30 p.m. on Saturdays, which meant Plaintiff should have had his meal break by 11:30 a.m. during the week and 12:30 p.m. on Saturdays. On a regular basis, however, Plaintiff was unable to take his meal break before the 5th hour of his shift. This would occur, for example, because Plaintiff was not allowed to leave the store if there was not a manager or assistant manager present, and Plaintiff's manager, Tedman Mondon, was often not in the store causing Plaintiff's meal breaks to be late. Plaintiff's meal breaks were also interrupted by work-related issues. For example, Plaintiff was one of two employees who spoke spanish and if the other employee, who was part-time, was not working at the time when a spanish speaking customer needed assistance, Plaintiff's meal breaks would be interrupted to assist these customers. Plaintiff's meal breaks were also interrupted for other work-related reasons, such as receiving calls and text messages from his manager when Plaintiff took his meal break away from the store. On occasions when Plaintiff took his meal break in the store, his breaks were often interrupted by customers asking questions. Plaintiff also suffered missed meal breaks from time to time. Plaintiff recalls instances when he was so busy that by the time he tried to take a meal break his manager told him to just go home instead of taking a meal break. Plaintiff also recalls instances where his manager was gone the entire day so he was unable to leave the store to take a meal break and it would have been futile to take a meal break inside the store as his break would inevitably be interrupted with work-related issues. Plaintiff's rest breaks were also late, interrupted or missed entirely, primarily due to high work volume and some of the same reasons many of his meal breaks were non-complaint. It should be noted that it was Plaintiff's understanding, based on communications he had with his manager, that the time records of Plaintiff and other Aggrieved Employees were sometimes altered to reflect that meal break violations were not a common occurrence. It was his understanding that meal break violations would decrease the amount of bonuses awarded at the end of the year, and were altered primarily for that reason. Plaintiff's manager, for example, directed Plaintiff to send emails to the HR department asking them to alter the time for "missed punches" that were actually genuine meal break violations (eg. "Can you fix my time?"). Ultimately, Defendant did not accurately record and provide Plaintiff with meal and rest break premium payments for the numerous meal and rest break violations he suffered during the PAGA Period.

In addition, Plaintiff worked while off the clock which resulted in unpaid minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197 & 1198. For example, as set forth above, while off the clock and attempting to enjoy uninterrupted and duty-free meal breaks, Plaintiff was sometimes contacted on his cell phone by his manager or, when in the store, was interrupted in order to assist customers and/or spanish speaking customers. Plaintiff also stocked items during his meal break or after his shift ended while off the clock. Furthermore, Plaintiff opened the store and this process caused

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off the clock work, such as opening the door, turning off the alarm, turning the lights on, turning on the paint mixing machine and finishing orders from the day prior – all before clocking in. This process took at least 10-15 minutes on average. Moreover, Plaintiff recalls that on Fridays and/or Saturdays, after his shift ended, he would sometimes continue working in the store for up to 3 hours, while off the clock, in order to finish orders (eg. mixing 5-210 gallons of paint) so they would be ready the next morning for contractors and business customers who would arrive early the next day to pick up their paint orders. Pursuant to Labor Code § 204 & 210, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. The violations by Defendant were significant as a result of the non-payment of meal and rest break penalties and the failure to pay for all the off the clock work.

Additionally, Plaintiff and the Aggrieved Employees were paid on an hourly basis. Therefore, the wage statements should reflect all applicable hourly rates during the pay period and the proper regular and overtime wages earned. Plaintiff alleges that Defendant failed to provide accurate wage statements to him, and other Aggrieved Employees, in violation of California Labor Code section 226(a). The wage statements Defendant provided to Plaintiff and the Aggrieved employees were not accurate because, for example, the wage statements failed to identify the correct number of hours worked since Defendant failed to record the time Plaintiff spent working during meal breaks and before & after his shift ended, as set forth above.

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. As set forth above, Plaintiff was contacted on his cell phone during meal breaks regarding work-related issues. Plaintiff also had to download an application on his phone (UKG Pro Workforce) to clock in and out. Plaintiff was not, however, reimbursed for the reasonable expenses incurred on his cell phone. Plaintiff also had to use his own vehicle from time to time to drive from the Lathrop location to the store located in Modesto which was approximately a 35 minute drive, in order to deliver paint. Plaintiff was not reimbursed any mileage costs he incurred for performing these paint deliveries. Plaintiff also had to purchase clothing items that were necessary to adhere to Defendant's strict policy requiring Plaintiff and other Aggrieved Employees to be well presented and groomed at all times. For example, even though Defendant provided polo shirts, Plaintiff nonetheless had to purchase at his own expense khaki pants (blue or black with no paint stains) and shoes (black/business casual).

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 October of 2025, in violation of California Labor Code Sections 201-204. Defendant also

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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.

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 Ehmann

Ricardo R. Ehmann, Esq.

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EXHIBIT 2

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WRITERS EXT:
1009

April 24, 2026
CA3778

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency THE SHERWIN-WILLIAMS COMPANY
Online Filing

CSC - LAWYERS INCORPORATING SERVICE
2710 GATEWAY OAKS DRIVE, Suite 150N
Sacramento, CA 95833

Re: AMENDED NOTICE FOR LWDA CASE NO. LWDA-CM-1152868-26

Re: Amended 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), Violation of the applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

This letter serves as amended written notice under California Labor Code Section 2699.3 on behalf of Christopher Sanchez ("Plaintiff") and all other Aggrieved Employees of The Sherwin-Williams Company ("Defendant").

Our offices represent Plaintiff and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff originally sent a PAGA Notice on January 27, 2026, which gave notice to the LWDA to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et. seq.*

Plaintiff, however, inadvertently mailed the original PAGA Notice to the wrong registered agent and therefore an incorrect address. The purpose of this Amended Notice is to serve Defendant at the correct address of its registered agent (CSC - LAWYERS INCORPORATING SERVICE). The original PAGA Notice is attached hereto as **Exhibit #1.**

"Aggrieved Employees" refers to all individuals who are or previously were employed by The Sherwin-Williams Company in California, including any employees staffed with The Sherwin-Williams Company by a third party, and classified as non-exempt employees during the time period of January 27, 2025 until a date as determined

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by the Court (“PAGA Period”). Our offices represent Plaintiff and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff was employed by Defendant in California from October of 2024 to October 17, 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. 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 and/or non-compliant meal and rest breaks, for all of their time spent working off the clock as described further below, and for business expenses incurred but not reimbursed.

Plaintiff was employed by as an Assistant Manager at Defendant’s store location in Lathrop, California. During the PAGA Period, Plaintiff and other Aggrieved Employees were subjected to numerous violations during their employment with Defendant.

Plaintiff was regularly unable to take compliant meal breaks and rest breaks which were often late, interrupted or missed entirely in violation of Cal. Labor Codes Section 226.7, 512 & 1198. Plaintiff’s typical scheduled shift was from 6:30 a.m. to 4:30 p.m., Tuesday thru Friday, and 7:30 a.m. to 5:30 p.m. on Saturdays, which meant Plaintiff should have had his meal break by 11:30 a.m. during the week and 12:30 p.m. on Saturdays. On a regular basis, however, Plaintiff was unable to take his meal break before the 5th hour of his shift. This would occur, for example, because Plaintiff was not allowed to leave the store if there was not a manager or assistant manager present, and Plaintiff’s manager, Tedman Mondon, was often not in the store causing Plaintiff’s meal breaks to be late. Plaintiff’s meal breaks were also interrupted by work-related issues. For example, Plaintiff was one of two employees who spoke spanish and if the other employee, who was part-time, was not working at the time when a spanish speaking customer needed assistance, Plaintiff’s meal breaks would be interrupted to assist these customers. Plaintiff’s meal breaks were also interrupted for other work-related reasons, such as receiving calls and text messages from his manager when Plaintiff took his meal break away from the store. On occasions when Plaintiff took his meal break in the store, his breaks were often interrupted by customers asking questions. Plaintiff also suffered missed meal breaks from time to time. Plaintiff recalls instances when he was so busy that by the time he tried to take a meal break his manager told him to just go home instead of taking a meal break. Plaintiff also recalls instances where his manager was gone the entire day so he was unable to leave the store to take a meal break and it would have been futile to take a meal break inside the store as his break would inevitably be interrupted with work-related issues. Plaintiff’s rest breaks were also late, interrupted or missed entirely, primarily due to high work volume and some of the same reasons many of his meal breaks were non-complaint. It should be noted that it was Plaintiff’s understanding, based on communications he had with his manager, that the time records of Plaintiff and

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other Aggrieved Employees were sometimes altered to reflect that meal break violations were not a common occurrence. It was his understanding that meal break violations would decrease the amount of bonuses awarded at the end of the year, and were altered primarily for that reason. Plaintiff's manager, for example, directed Plaintiff to send emails to the HR department asking them to alter the time for "missed punches" that were actually genuine meal break violations (eg. "Can you fix my time?"). Ultimately, Defendant did not accurately record and provide Plaintiff with meal and rest break premium payments for the numerous meal and rest break violations he suffered during the PAGA Period.

In addition, Plaintiff worked while off the clock which resulted in unpaid minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197 & 1198. For example, as set forth above, while off the clock and attempting to enjoy uninterrupted and duty-free meal breaks, Plaintiff was sometimes contacted on his cell phone by his manager or, when in the store, was interrupted in order to assist customers and/or spanish speaking customers. Plaintiff also stocked items during his meal break or after his shift ended while off the clock. Furthermore, Plaintiff opened the store and this process caused off the clock work, such as opening the door, turning off the alarm, turning the lights on, turning on the paint mixing machine and finishing orders from the day prior – all before clocking in. This process took at least 10-15 minutes on average. Moreover, Plaintiff recalls that on Fridays and/or Saturdays, after his shift ended, he would sometimes continue working in the store for up to 3 hours, while off the clock, in order to finish orders (eg. mixing 5-210 gallons of paint) so they would be ready the next morning for contractors and business customers who would arrive early the next day to pick up their paint orders. Pursuant to Labor Code § 204 & 210, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. The violations by Defendant were significant as a result of the non-payment of meal and rest break penalties and the failure to pay for all the off the clock work.

Additionally, Plaintiff and the Aggrieved Employees were paid on an hourly basis. Therefore, the wage statements should reflect all applicable hourly rates during the pay period and the proper regular and overtime wages earned. Plaintiff alleges that Defendant failed to provide accurate wage statements to him, and other Aggrieved Employees, in violation of California Labor Code section 226(a). The wage statements Defendant provided to Plaintiff and the Aggrieved employees were not accurate because, for example, the wage statements failed to identify the correct number of hours worked since Defendant failed to record the time Plaintiff spent working during meal breaks and before & after his shift ended, as set forth above.

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. As set forth above, Plaintiff was contacted on his cell phone during meal breaks regarding

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work-related issues. Plaintiff also had to download an application on his phone (UKG Pro Workforce) to clock in and out. Plaintiff was not, however, reimbursed for the reasonable expenses incurred on his cell phone. Plaintiff also had to use his own vehicle from time to time to drive from the Lathrop location to the store located in Modesto which was approximately a 35 minute drive, in order to deliver paint. Plaintiff was not reimbursed any mileage costs he incurred for performing these paint deliveries. Plaintiff also had to purchase clothing items that were necessary to adhere to Defendant's strict policy requiring Plaintiff and other Aggrieved Employees to be well presented and groomed at all times. For example, even though Defendant provided polo shirts, Plaintiff nonetheless had to purchase at his own expense khaki pants (blue or black with no paint stains) and shoes (black/business casual).

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 October 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.

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 or concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

/s/ Ricardo Ehmann

Ricardo R. Ehmann, Esq.

EXHIBIT 1

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**WRITERS EXT:
1009**

**January 27, 2026
CA3778**

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

**Labor and Workforce Development Agency
Online Filing**

**THE SHERWIN-WILLIAMS COMPANY
Certified Mail #9589071052700057730278
CT Corporation System
330 N. Brand Ave., Suite 700
Glendale, CA 91203**

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), Violation of the applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

This letter serves as a written notice under California Labor Code Section 2699.3 on behalf of Christopher Sanchez ("Plaintiff") and all other Aggrieved Employees of The Sherwin-Williams Company ("Defendant"). "Aggrieved Employees" refers to all individuals who are or previously were employed by The Sherwin-Williams Company in California, including any employees staffed with The Sherwin-Williams Company by a third party, and classified as non-exempt employees during the time period of January 27, 2025 until a date as determined by the Court ("PAGA Period"). Our offices represent Plaintiff and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff was employed by Defendant in California from October of 2024 to October 17, 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. 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 and/or non-compliant meal and rest breaks, for all of their time spent working off the clock as described further below, and for business expenses incurred but not reimbursed.

Plaintiff was employed by as an Assistant Manager at Defendant's store location in Lathrop, California. During the PAGA Period, Plaintiff and other Aggrieved Employees were subjected to numerous violations during their employment with Defendant.

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In addition, Plaintiff worked while off the clock which resulted in unpaid minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197 & 1198. For example, as set forth above, while off the clock and attempting to enjoy uninterrupted and duty-free meal breaks, Plaintiff was sometimes contacted on his cell phone by his manager or, when in the store, was interrupted in order to assist customers and/or spanish speaking customers. Plaintiff also stocked items during his meal break or after his shift ended while off the clock. Furthermore, Plaintiff opened the store and this process caused

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off the clock work, such as opening the door, turning off the alarm, turning the lights on, turning on the paint mixing machine and finishing orders from the day prior – all before clocking in. This process took at least 10-15 minutes on average. Moreover, Plaintiff recalls that on Fridays and/or Saturdays, after his shift ended, he would sometimes continue working in the store for up to 3 hours, while off the clock, in order to finish orders (eg. mixing 5-210 gallons of paint) so they would be ready the next morning for contractors and business customers who would arrive early the next day to pick up their paint orders. Pursuant to Labor Code § 204 & 210, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. The violations by Defendant were significant as a result of the non-payment of meal and rest break penalties and the failure to pay for all the off the clock work.

Additionally, Plaintiff and the Aggrieved Employees were paid on an hourly basis. Therefore, the wage statements should reflect all applicable hourly rates during the pay period and the proper regular and overtime wages earned. Plaintiff alleges that Defendant failed to provide accurate wage statements to him, and other Aggrieved Employees, in violation of California Labor Code section 226(a). The wage statements Defendant provided to Plaintiff and the Aggrieved employees were not accurate because, for example, the wage statements failed to identify the correct number of hours worked since Defendant failed to record the time Plaintiff spent working during meal breaks and before & after his shift ended, as set forth above.

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. As set forth above, Plaintiff was contacted on his cell phone during meal breaks regarding work-related issues. Plaintiff also had to download an application on his phone (UKG Pro Workforce) to clock in and out. Plaintiff was not, however, reimbursed for the reasonable expenses incurred on his cell phone. Plaintiff also had to use his own vehicle from time to time to drive from the Lathrop location to the store located in Modesto which was approximately a 35 minute drive, in order to deliver paint. Plaintiff was not reimbursed any mileage costs he incurred for performing these paint deliveries. Plaintiff also had to purchase clothing items that were necessary to adhere to Defendant's strict policy requiring Plaintiff and other Aggrieved Employees to be well presented and groomed at all times. For example, even though Defendant provided polo shirts, Plaintiff nonetheless had to purchase at his own expense khaki pants (blue or black with no paint stains) and shoes (black/business casual).

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 October of 2025, in violation of California Labor Code Sections 201-204. Defendant also

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

Respectfully,

/s/ Ricardo Ehmann

Ricardo R. Ehmann, Esq.