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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, [REDACTED], 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.