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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN BERNARDINO

JESSICA BERGE, on behalf of the State of
California, as a private attorney general,

Plaintiff,

vs.

ECOLAB PRODUCTION LLC, a Limited
Liability Company; and DOES 1 through 50,
inclusive,

Defendants.

Case No. CIVSB2622537

**REPRESENTATIVE ACTION
COMPLAINT FOR:**

1. Civil Penalties Pursuant to Labor Code
§ 2699 for violations of Labor Code
§§ 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), and the applicable Wage
Order(s).

1 Plaintiff Jessica Berge (“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 her own acts and knowledge which are based on personal
5 knowledge, the following:

6 INTRODUCTION

7 1. PLAINTIFF brings this action against defendant Ecolab Production LLC
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 her individual capacity; she 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 her individual capacity.

24 THE PARTIES

25 5. Ecolab Production LLC (“DEFENDANT”) is a limited liability company that at
26 all relevant times mentioned herein conducted and continues to conduct substantial business in
27 California.
28

1 6. DEFENDANT is a global leader in sustainability, water, hygiene, and infection
2 prevention solutions and serves its customers in California.

3 7. PLAINTIFF is currently employed by DEFENDANT in California. PLAINTIFF's
4 employment with DEFENDANT started in August of 2025. PLAINTIFF has been at all times
5 classified by DEFENDANT as a non-exempt employee, paid on an hourly basis, and entitled
6 to the legally required meal and rest periods and payment of minimum and overtime wages due
7 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 March 31, 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 §§ 204, 210, 226(a), 226.7, 246, 510, 512, 558(a)(1)(2),
19 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040,
20 Subdivision 5(A)-(B), and the applicable Wage Order(s). Based upon the foregoing,
21 PLAINTIFF and all AGGRIEVED EMPLOYEES are aggrieved employees within the
22 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. State law provides that employees must be paid overtime and meal and rest
7 break premiums at one-and-one-half times their "regular rate of pay." PLAINTIFF and the
8 AGGRIEVED EMPLOYEES are compensated at an hourly rate plus incentive pay that is
9 tied to specific elements of an employee's performance.

10 14. The second component of PLAINTIFF's and the AGGRIEVED
11 EMPLOYEES' compensation is DEFENDANT's non-discretionary incentive program that
12 paid PLAINTIFF and the AGGRIEVED EMPLOYEES incentive wages based on their
13 performance for DEFENDANT. The non-discretionary incentive program provided all
14 employees paid on an hourly basis with incentive compensation when the employees met the
15 various performance goals set by DEFENDANT. However, when calculating the regular
16 rate of pay in order to pay overtime and meal and rest break premiums to PLAINTIFF and
17 the AGGRIEVED EMPLOYEES, DEFENDANT failed to include the incentive
18 compensation as part of the employees' "regular rate of pay" for purposes of calculating
19 overtime pay and meal and rest break premium pay. Management and supervisors described
20 the incentive program to potential and new employees as part of the compensation package.
21 As a matter of law, the incentive compensation received by PLAINTIFF and the
22 AGGRIEVED EMPLOYEES must be included in the "regular rate of pay." The failure to
23 do so has resulted in a underpayment of overtime compensation and meal and rest break
24 premiums to PLAINTIFF and the AGGRIEVED EMPLOYEES by DEFENDANT.

25 15. As a result of their rigorous work schedules, PLAINTIFF and the
26 AGGRIEVED EMPLOYEES were from time to time unable to take thirty (30) minute off
27 duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF
28 and the AGGRIEVED EMPLOYEES were required from time to time to perform work as

1 ordered by DEFENDANT for more than five (5) hours during some shifts without receiving
2 a meal break. Further, DEFENDANT from time to time failed to provide PLAINTIFF and
3 AGGRIEVED EMPLOYEES with a second off-duty meal period for some workdays in
4 which these employees were required by DEFENDANT to work ten (10) hours of work.
5 DEFENDANT also engaged in the practice of rounding the meal period times to avoid
6 paying penalties to PLAINTIFF and the AGGRIEVED EMPLOYEES. PLAINTIFF and the
7 AGGRIEVED EMPLOYEES therefore forfeit meal breaks without additional compensation
8 and in accordance with DEFENDANT's corporate policy and practice.

9 16. During the PAGA PERIOD, PLAINTIFF and the AGGRIEVED
10 EMPLOYEES were also required from time to time to work in excess of four (4) hours
11 without being provided ten (10) minute rest periods. Further, these employees were denied
12 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2)
13 to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes
14 for some shifts worked of between six (6) and eight (8) hours from time to time, and a first,
15 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10)
16 hours or more from time to time. PLAINTIFF and the AGGRIEVED EMPLOYEES were
17 also not provided with one hour wages in lieu thereof. Additionally, the applicable
18 California Wage Order requires employers to provide employees with off-duty rest periods,
19 which the California Supreme Court defined as time during which an employee is relieved
20 from all work related duties and free from employer control. In so doing, the Court held that
21 the requirement under California law that employers authorize and permit all employees to
22 take rest period means that employers must relieve employees of all duties and relinquish
23 control over how employees spend their time which includes control over the locations
24 where employees may take their rest period. Employers cannot impose controls that prohibit
25 an employee from taking a brief walk - five minutes out, five minutes back. Here,
26 DEFENDANT's policy restricted PLAINTIFF and the AGGRIEVED EMPLOYEES from
27 unconstrained walks and is unlawful based on DEFENDANT's rule which states
28

1 PLAINTIFF and the AGGRIEVED EMPLOYEES cannot leave the work premises during
2 their rest period.

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

18 18. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
19 AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed to
20 show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226
21 provides that every employer shall furnish each of his or her employees with an accurate
22 itemized wage statement in writing showing, among other things, gross wages earned and all
23 applicable hourly rates in effect during the pay period and the corresponding amount of time
24 worked at each hourly rate. PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on
25 an hourly basis. As such, the wage statements should reflect all applicable hourly rates
26 during the pay period and the total hours worked, and the applicable pay period in which the
27 wages were earned pursuant to California Labor Code Section 226(a). The wage statements
28 DEFENDANT provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to

1 identify such information. More specifically, the wage statements failed to identify the
2 accurate total hours worked each pay period. When the hours shown on the wage statements
3 were added up, they did not equal the actual total hours worked during the pay period in
4 violation of Cal. Lab. Code 226(a)(2). Aside, from the violations listed above in this
5 paragraph, DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that
6 lists all the requirements under California Labor Code 226. As a result, DEFENDANT from
7 time to time provided PLAINTIFF and the AGGRIEVED EMPLOYEES with wage
8 statements which violated Cal. Lab. Code § 226.

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

13 in [I]n addition to, and entirely independent and apart from, any other penalty provided
14 this article, every person who fails to pay the wages of each employee as provided in
15 Sections. . . .204. . . shall be subject to a civil penalty as follows: (1) For any initial
16 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.

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

21 21. DEFENDANT underpaid sick pay wages to PLAINTIFF and the
22 AGGRIEVED EMPLOYEES by failing to pay such wages at the regular rate of pay in
23 violation of Cal. Lab. Code Section 246. Specifically, PLAINTIFF and other non-exempt
24 employees earn non-discretionary remuneration, including, but not limited to, incentives,
25 shift differential pay, and bonuses. Rather than pay sick pay at the regular rate of pay,
26 DEFENDANT underpays sick pay to PLAINTIFF and the AGGRIEVED EMPLOYEES at
27 their base rates of pay.

28 22. Cal. Lab. Code Section 246(1)(2) requires that paid sick time for nonexempt

1 employees be calculated by dividing the employee's total wages, not including overtime
2 premium pay, by the employee's total hours worked in the full pay periods of the prior 90
3 days of employment.

4 23. DEFENDANT violated Cal. Lab. Code Section 246 by failing to pay sick pay
5 at the regular rate of pay. PLAINTIFF and the AGGRIEVED EMPLOYEES routinely
6 earned non-discretionary incentive wages which increased their regular rate of pay.
7 However, when sick pay was paid, it was paid at the base rate of pay for PLAINTIFF and
8 the AGGRIEVED EMPLOYEES, as opposed to the correct, higher regular rate of pay, as
9 required under Cal. Lab. Code Section 246.

10 24. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
11 PLAINTIFF and the AGGRIEVED EMPLOYEES for required business expenses incurred
12 by the PLAINTIFF and the AGGRIEVED EMPLOYEES in direct consequence of
13 discharging their duties on behalf of DEFENDANT. Under California Labor Code Section
14 2802, employers are required to indemnify employees for all expenses incurred in the course
15 and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer
16 shall indemnify his or her employee for all necessary expenditures or losses incurred by the
17 employee in direct consequence of the discharge of his or her duties, or of his or her
18 obedience to the directions of the employer, even though unlawful, unless the employee, at
19 the time of obeying the directions, believed them to be unlawful."

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

1 related to the use of their personal cellular phones all on behalf of and for the benefit of
2 DEFENDANT.

3 **JURISDICTION AND VENUE**

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

6 27. Venue is proper in this Court pursuant to California Code of Civil Procedure,
7 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANT and
8 DEFENDANT (i) currently maintains and at all relevant times maintained offices and
9 facilities in this County and/or conducts substantial business in this County, and (ii)
10 committed the wrongful conduct herein alleged in this County against AGGRIEVED
11 EMPLOYEES.

12
13 **FIRST CAUSE OF ACTION**

14 **For Violation of the Private Attorneys General Act**

15 **[Cal. Lab. Code §§ 2698]**

16 **(By PLAINTIFF and Against All Defendants)**

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

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

1 30. PLAINTIFF, and such persons that may be added from time to time who
2 satisfy the requirements and exhaust the administrative procedures under the Private
3 Attorney General Act, brings this Representative Action on behalf of the State of California
4 with respect to all individuals who are or previously were employed by DEFENDANT in
5 California, including any employees staffed with DEFENDANT by a third party, and
6 classified as non-exempt employees (“AGGRIEVED EMPLOYEES”) during the time
7 period of March 31, 2025 until a date as determined by the Court (the "PAGA PERIOD").

8 31. On March 31, 2026, PLAINTIFF gave written notice by electronic mail to the
9 Labor and Workforce Development Agency (the "Agency") and by certified mail to the
10 employer of the specific provisions of this code alleged to have been violated as required by
11 Labor Code § 2699.3. *See Exhibit #1*, attached hereto and incorporated by this reference
12 herein. The statutory waiting period for PLAINTIFF to add these allegations to the
13 Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now
14 commence a representative civil action under PAGA pursuant to Section 2699 as the proxy
15 of the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

16 32. The policies, acts and practices heretofore described were and are an unlawful
17 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the
18 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly
19 record and provide legally required meal and rest periods, (c) failed to pay minimum wages,
20 (d) failed to pay overtime wages and sick pay wages, and (e) failed to reimburse employees
21 for required expenses, all in violation of the applicable Labor Code sections listed in Labor
22 Code §§ 204, 210, 226(a), 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198,
23 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the
24 applicable Wage Order(s), and thereby gives rise to civil penalties as a result of such
25 conduct.¹ PLAINTIFF hereby seeks recovery of only civil penalties as prescribed by the
26 Labor Code Private Attorney General Act of 2004 as the representative of the State of

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

1 California for the illegal conduct perpetrated on other AGGRIEVED EMPLOYEES.

2
3 **PRAYER FOR RELIEF**

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

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

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

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

12 Dated: July 31, 2026 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
13

14 By: /s/ Nicholas De Blouw

15 Kyle R. Nordrehaug
16 Nicholas J. De Blouw

17 *Attorneys for Plaintiff*
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EXHIBIT 1

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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**WRITERS EXT:
1009**

**March 31, 2026
CA3837**

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency Online Filing	ECOLAB PRODUCTION LLC Amanda Garcia CT Corporation System 330 N. Brand Blvd., Suite 700 Glendale, CA 91203
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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), 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 Jessica Berge (“Plaintiff”) and all other Aggrieved Employees of Ecolab Production LLC (“Defendant”). “Aggrieved Employees” refers to all individuals who are or previously were employed by Ecolab Production LLC in California, including any employees staffed with Ecolab Production LLC by a third party, and classified as non-exempt employees during the time period of March 31, 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 has been employed by Defendant in California since August of 2025. Plaintiff has at all times been 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. Plaintiff alleges, however, that Defendant has violated the law as it relates to providing compliant meal and rest breaks, paying Plaintiff and other Aggrieved Employees for all time worked, including minimum and overtime wages and sick pay wages, providing accurate wage statements and reimbursing Plaintiff for business related expenses.

Plaintiff’s job title is Logistics Associate. Plaintiff’s job duties include operating a fork lift to move chemicals, usually between 1 and 300 gallons, at Defendant’s warehouse

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located at 531 E. Central Ave., San Bernardino, CA 92408. Plaintiff's typical work shift is 9:30 p.m. to 6 a.m., Sunday through Thursday.

Throughout Plaintiff's employment with Defendant and during the PAGA Period there have been numerous California Labor Codes that have been violated. For example, pursuant to Labor Code § 204 & 210, Defendant fails to timely provide Plaintiff and other Aggrieved Employees with their wages. The violations by Defendant occur as a result of failing to pay meal and rest break penalties and the failure to pay for all the off the clock work described below.

Plaintiff's meal breaks and rest breaks have periodically been interrupted by work related issues in violation of Cal. Labor Codes Section 226.7, 512 & 1198. For example, during Plaintiff's meal breaks, Joe Watt, one of Plaintiff's former supervisors, would come up to her and other Aggrieved Employees in the break room, pull up a chair, and ask them a series of work related questions, such as whether there was anything wrong with the forklifts, had they seen any damage in the warehouse, whether anyone was driving their forklift unsafely, or whether there were any days they wanted to request off of work. Moreover, on at least one occasion, Plaintiff missed her meal break entirely. Specifically, Plaintiff reported damage at a location in the warehouse and in response Defendant required her to leave the facility in order to take a drug test at a nearby Concentra clinic and then come back after that was complete. She missed her meal break entirely that day. With respect to rest breaks, they were also interrupted by supervisor Joe Watt interacting with Plaintiff and other Aggrieved Employees as to work-related issues. Plaintiff's rest breaks have also been cut short due to the shoddy nature of the electronic tablets used by Defendant to track and/or monitor Plaintiff and other Aggrieved Employees. Plaintiff's and other Aggrieved Employees' rest breaks from time to time only last 7-8 minutes. In other words, even though rest breaks are paid, Defendant nonetheless requires Plaintiff and other Aggrieved Employees to notify the system when they are on and off a rest break. From time to time, in order for Plaintiff and other Aggrieved Employees to notify the system they are back to work, it is necessary to begin the process a few minutes early which cuts off the ability to take full 10-minute rest breaks. Defendant has failed to record and pay Plaintiff and other Aggrieved Employees for all the non-compliant meal and rest breaks they suffered and continue to suffer during the PAGA Period.

Additionally, Plaintiff and the Aggrieved Employees are hourly paid employees. Therefore, Defendant's wage statements should reflect all appropriate hourly rates during the pay period and the proper regular and overtime wages earned. Defendant fails to provide accurate wage statements to Plaintiff and other Aggrieved Employees, in violation of California Labor Code section 226(a). Plaintiff alleges the wage statements are inaccurate because, for example, they do not include all actual time worked, such as the time Plaintiff has spent off the clock interacting with her supervisor in violation of

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California Labor Code section 226(a)(2). It should be noted that while Joe Watt has not worked for Defendant since December of 2025, between December of 2025 and March 1, 2026, Defendant's supervisors advised Plaintiff and other Aggrieved Employees that if they have any work-related issues or problems they would like to discuss, they should do so during their rest breaks or while off the clock during their meal breaks. Plaintiff also receives and reviews work-related emails while off the clock. Moreover, the "Workday" app on her cell phone sends Plaintiff various notifications throughout the day and while she is off the clock. For example, the "Workday" app notifies Plaintiff and other Aggrieved Employees when their time card is approved or when the next day's work schedule will vary in some way. Indeed, while at the movies and off the clock, Plaintiff was notified by Defendant that she would be watching training videos the next day instead of working the forklift. All of this work done off the clock has resulted in unpaid minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197 & 1198.

Defendant also fails to include all non-discretionary compensation into the regular rate for purposes of calculating Plaintiff's correct overtime and sick pay rate during certain pay periods resulting in violations of Labor Code Sections 246 and 510. For example, during the PAGA Period Plaintiff received a performance based bonus referred to as "**NE Bonus**" which was not factored into Plaintiff's regular rate. The bonus is non-discretionary and paid on a monthly basis if certain work performance thresholds are met. Plaintiff alleges the failure to include the bonus payment into Plaintiff's regular rate resulted in an underpayment of overtime during that pay period. Plaintiff also received wages for attending mandatory training sessions referred to as "**Health and Safe**" but these payments also were not factored into Plaintiff's regular rate and resulted in an underpayment of overtime in certain pay periods during the PAGA Period.

Plaintiff was also not reimbursed for business related expenses that she incurred as a result of her job duties for Defendant in violation of Cal. Lab. Code Section 2802. As set forth above, Plaintiff uses her cell phone for work-related purposes but is not reimbursed the reasonable expenses she has incurred. For example, Plaintiff uses her personal cell phone to check work emails and to use the "Workday" app.

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.

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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.