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Superior Court of California
County of Marin
10/12/2026
James M. Kim, Clerk of the Court
By: T. Blixt, Deputy

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF MARIN

JAMIE RODD, on behalf of the State of California, as a private attorney general,

Plaintiff,

vs.

GOOD EARTH NATURAL FOODS, INC., a corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. CV0011556

REPRESENTATIVE ACTION COMPLAINT FOR:

1. Civil Penalties Pursuant to Labor Code § 2699 for violations of Labor Code §§ 204, 210, 226(a), 226(a)(2), 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).

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

INTRODUCTION

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

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

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

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

THE PARTIES

5. Good Earth Natural Foods, Inc. ("DEFENDANT") is a corporation that at all relevant times mentioned herein conducted and continues to conduct substantial business in California.

6. DEFENDANT owns and operates an independent chain of grocery stores in California.

7. PLAINTIFF is currently employed by DEFENDANT in California. PLAINTIFF'S employment started in September 12, 2024. PLAINTIFF is at all times classified by DEFENDANT as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked.

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

9. PLAINTIFF, on behalf of all AGGRIEVED EMPLOYEES presently or formerly employed by DEFENDANT during the PAGA PERIOD, brings this representative action pursuant to Labor Code § 2699 seeking fixed civil penalties for DEFENDANT's violation of California Labor Code §§ 204, 210, 226(a), 226(a)(2), 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). Based upon the foregoing, PLAINTIFF and all AGGRIEVED EMPLOYEES are aggrieved employees within the meaning of Labor Code § 2699.

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

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

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

THE CONDUCT

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

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

13. State law provides that employees must be paid overtime and meal and rest break premiums at one-and-one-half times their "regular rate of pay." PLAINTIFF and the AGGRIEVED EMPLOYEES are compensated at an hourly rate plus incentive pay that is tied to specific elements of an employee's performance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

JURISDICTION AND VENUE

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

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

FIRST CAUSE OF ACTION

For Violation of the Private Attorneys General Act

[Cal. Lab. Code §§ 2698]

(By PLAINTIFF and Against All Defendants)

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

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

claims cannot be subject to arbitration.

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

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

32. The policies, acts and practices heretofore described were and are an unlawful business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly record and provide legally required meal and rest periods, (c) failed to pay minimum wages, (d) failed to pay overtime wages and sick pay wages, and (e) failed to reimburse employees for required expenses, all in violation of the applicable Labor Code sections listed in Labor Code §§ 204, 210, 226(a), 226(a)(2), 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), and thereby gives rise to civil penalties as a result of such

conduct.[1] PLAINTIFF hereby seeks recovery of only civil penalties as prescribed by the Labor Code Private Attorney General Act of 2004 as the representative of the State of California for the illegal conduct perpetrated on other AGGRIEVED EMPLOYEES.

PRAYER FOR RELIEF

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

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

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

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

Dated: October 12, 2026 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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

LAWYERS FOR EMPLOYEE AND CONSUMER RIGHTS APC
Robert E. Byrnes (State Bar No. 200761)
3500 West Olive Avenue, Third Floor
Burbank, CA 91505

Attorneys for Plaintiff

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

EXHIBIT 1

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1009

April 14, 2026
CA3851

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Good Earth Natural Foods, Inc.
Certified Mail #9589071052703709153234
GKL CORPORATE/SEARCH, INC.
Clint Congdon
ONE CAPITOL MALL SUITE 660
SACRAMENTO, CA 95814

Re: Notice Of Violations Of California Labor Code Sections §§ 204, 210, 226(a), 226(a)(2), 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 Jamie Rodd ("Plaintiff") and all other Aggrieved Employees of Good Earth Natural Foods, Inc. ("Defendant"). "Aggrieved Employees" refers to all individuals who are or previously were employed by Good Earth Natural Foods, Inc. in California, including any employees staffed with Good Earth Natural Foods, Inc. by a third party, and classified as non-exempt employees during the time period of April 14, 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 September 12, 2024. 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 fails to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time spent working, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed or interrupted meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock as described further below.

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Specifically, Plaintiff has been employed by Defendant as a food clerk since September 12, 2024 working at 720 Center Blvd. Fairfax, CA 94930. Plaintiff performs his job duties consisting of working in the fridge department. In the mornings, Plaintiff would unload shipments consisting of around 250 milk and dairy products per shipment. Plaintiff would take each product and stock them in the appropriate section of each fridge or backroom storage area. At least five shipments would come every morning, and it would take Plaintiff around two to three hours to unload one shipment. In the evenings, Plaintiff thoroughly cleaned the fridges, especially the shelves in each fridge to ensure there was no mold or dirt that could contaminate the dairy products. As a result of this and the time consuming work of Plaintiff and other Aggrieved Employees, Plaintiff and other Aggrieved Employees are subject to numerous violations during their employment with Defendant.

First, Plaintiff from time to time has his meal breaks interrupted and has been unable to take rest breaks as a result of his strenuous job duties in violation of Cal. Labor Codes Section 226.7, 512 & 1198. There were some instances where Plaintiff would have to end his meal breaks early to stock shelves and ensure the food did not spoil. Further, since at least five shipments would come in each morning, time was of the essence for Plaintiff. If Plaintiff did not store the dairy products in the fridge in a timely manner, the food would spoil costing the Defendant and potentially harming the consumer if the food wasn't stored properly or timely. This meant there have been some instances where Plaintiff would miss his rest breaks. Even though Defendant is aware of Plaintiff's meal breaks being interrupted and Plaintiff's inability to take the legally required rest breaks from time to time, Defendant chooses to avoid paying the proper penalties to Plaintiff.

Further, as a result of Plaintiff's job duties, there are some instances where Plaintiff would continue working even though he was off the clock. As mentioned before, Plaintiff would have to unload shipments and stock fridges in a timely manner to ensure the dairy products didn't spoil. Because of that, Plaintiff would clock out for his meal break and continue his job duties from time to time. The high quantity of products in each shipment would force Plaintiff to keep stocking shelves while on his meal break. However, Plaintiff has not been compensated for this off the clock work. These actions above result in unpaid minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197, 1197.1, & 1198. Further, in violation of Labor Code §§ 204 and 210, Defendant fails to timely provide Plaintiff and other Aggrieved Employees with their wages, including the meal rest break penalties described above.

Additionally, 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). Plaintiff and the Aggrieved Employees are paid on an hourly basis. As

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such, the wage statements should reflect all applicable hourly rates during the pay period and the proper overtime/minimum/and rest break premium wages earned. For example, as stated above, Plaintiff would work while he was off the clock from time to time, and this time was not recorded on Plaintiff's wage statements. Defendant also violated 226(a)(2) as Defendant paid Plaintiff "Sick" and "Vacation" payments but improperly included those hours in the Plaintiff's total hours worked during the pay period. Defendant knowingly and intentionally fails to include all hours worked and the correct wages owed in violation of Cal. Lab. Code 226(a).

Defendant also fails to include all non-discretionary incentive based wages into the regular rate for purposes of calculating Plaintiff's correct overtime, meal break and sick pay rate during certain pay periods resulting in violations of Labor Code Sections 226.7, 246 and 510. For example, Plaintiff received a "**Profit Sha**" wage, but that payment was not factored into Plaintiff's regular rate and resulted in an underpayment of overtime and sick pay payments during that pay period which was in the PAGA Period.

Plaintiff has also not been 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. Plaintiff used his personal cell phone to search for companies that have certain food products whenever a customer would ask if a product was available. Once he saw who carried the product and if Defendant contracted with the provider of the product, Plaintiff would put in an order for that food product by contacting the carrier with his personal cell phone. Yet, Plaintiff has not been reimbursed for expenses incurred.

This notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699. 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.