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8  
9 SUPERIOR COURT OF CALIFORNIA  
10 COUNTY OF ALAMEDA

11 JORDAN WILLEY, individually, and on behalf of  
12 others similarly situated,

13 Plaintiffs,  
14 vs.

15 TECHTRONIC INDUSTRIES NORTH  
16 AMERICA, INC., a corporation; R&B SALES &  
MARKETING INC., a corporation; and DOES  
ONE through TEN inclusive,

17 Defendants.

Case No.:

**COMPLAINT**

**CLASS, COLLECTIVE, AND  
REPRESENTATIVE ACTION**

- (1) **Failure to Pay Overtime Wages under the Cal. Lab. Code;**
  - (2) **Failure to Pay Overtime Wages under the Fair Labor Standards Act;**
  - (3) **Failure to Pay Minimum Wages;**
  - (4) **Failure to Provide Accurate Itemized Wage Statements;**
  - (5) **Failure to Provide Meal Periods;**
  - (6) **Failure to Reimburse Business Expenses;**
  - (7) **Failure to Pay All Wages Due Upon Termination;**
  - (8) **Unfair Competition Law;**
  - (9) **California Private Attorneys General Act**
- Demand for Jury Trial**

1 Plaintiff Jordan Willey, on behalf of himself and all others similarly-situated, alleges as  
2 follows:

3 **I. NATURE OF THE ACTION**

4 1. This is a class, collective, and representative action brought by Jordan Willey on his  
5 own behalf and on behalf of the proposed collective and California classes defined below. Plaintiff  
6 and the proposed class members were or are employed by Defendants Techtronic Industries North  
7 America, Inc., R&B Sales & Marketing, and Does 1-10 (collectively, "TTI") as Field Representatives  
8 ("FRs"). TTI designs, manufactures, and markets power equipment, accessories, and hand tools,  
9 outdoor equipment, and floor care equipment. TTI's brands include Ryobi, Milwaukee, Homelite,  
10 Hoover, AEG, Dirt Devil, and others.

11 2. FRs merchandise TTI's products in Home Depot stores ("in-store" responsibilities).  
12 FRs also work outside of Home Depot stores, including preparing and assembling marketing materials  
13 for in-store use, preparing power tools for in-store demonstrations, and entering data in TTI's computer  
14 system ("out-of-store" responsibilities).

15 3. TTI classifies FRs as non-exempt employees under California and federal overtime  
16 laws. TTI requires and is aware that FRs regularly work greater than 8 hours in a workday and greater  
17 than 40 hours in a workweek. Yet TTI has a policy or practice of neither recording the FRs' hours  
18 worked nor compensating FRs for the hours worked after the eighth hour in a workday and after the  
19 fortieth hour in a workweek.

20 4. TTI also fails to reimburse FRs for business expenses that TTI requires FRs to incur.  
21 TTI directs FRs to maintain company-owned vehicles, including paying for car washes and other  
22 maintenance. TTI requires FRs to have and pay for home internet in order to complete TTI work. TTI  
23 does not reimburse FRs for either vehicle maintenance or home internet. FRs are also required to store  
24 TTI's voluminous marketing and demonstration materials at their homes or in rental units and TTI  
25 neither provides nor pays for a storage facility.

26 5. TTI fails to provide accurate wage statements because, inter alia, the employer's name  
27 is not listed on the wage statement.

1           6.       As a result, Plaintiff, on behalf of himself and all others similarly situated, seeks unpaid  
2 minimum wages for all hours worked, unpaid overtime wages, unpaid meal period premiums,  
3 reimbursement of reasonable and necessary business expenses, liquidated damages, statutory and civil  
4 penalties, declaratory and injunctive relief, attorneys' fees and costs, prejudgment interest, and other  
5 relief under the California Labor Code (including the Private Attorneys General Act of 2004), Wage  
6 Order No. 7, and the Fair Labor Standards Act.

7                                       **II.       JURISDICTION AND VENUE**

8           7.       Jurisdiction is proper in this Court, with respect to each cause of action, under the  
9 California Constitution, Article VI § 10.

10          8.       This Court has jurisdiction over Plaintiff's claims under the California Labor Code.

11          9.       This Court also has jurisdiction over Plaintiff's claims for restitution and injunctive and  
12 declaratory relief arising from Defendants' unlawful, unfair, and/or fraudulent business practices under  
13 California's Unfair Competition Law ("UCL"), Business and Professions Code §§ 17202 and 17203.

14          10.       This Court has jurisdiction over Defendants Techtronic Industries North America, Inc.,  
15 R&B Sales and Marketing, Inc., and Does 1-10 because they conduct business in the state of  
16 California.

17          11.       Venue is proper in this Court pursuant to California's Code of Civil Procedure § 395(a)  
18 because no Defendant resides in California and no Defendant has registered their businesses with the  
19 California Secretary of State.

20                                       **III.       THE PARTIES**

21          12.       Plaintiff Jordan Willey was employed as a Field Representative by TTI from  
22 approximately July 2010 through approximately April 10, 2015. Mr. Willey is a resident of Fresno  
23 County, California. He worked for TTI in Fresno County, Merced County, and Madera County.

24          13.       Techtronic Industries North America, Inc. is a Delaware corporation and, on  
25 information and belief, is headquartered in Maryland. It does business in California and, on  
26 information and belief, was an employer of Plaintiff and the proposed class.  
27  
28

1           14.    R&B Sales & Marketing, Inc. is a Delaware corporation headquartered in South  
2 Carolina. It does business in California and, on information and belief, was an employer of Plaintiff  
3 and the proposed class.

4   **IV.    FACTUAL BACKGROUND**

5           15.    FRs' standard workday includes in-store and out-of-store responsibilities. TTI employs  
6 FRs, including Plaintiff, to work in Home Depot stores, where they undertake numerous  
7 merchandising tasks. These in-store responsibilities include travelling to one or more Home Depot  
8 stores, where they perform tasks such as installing marketing displays and other materials, performing  
9 demonstrations of tools, moving and rearranging product displays, ensuring that TTI products are fully  
10 stocked, organizing shelves where TTI products are displayed, cleaning product displays, and speaking  
11 with Home Depot's customers and employees.

12           16.    Regarding FRs' out-of-store responsibilities, TTI regularly sends large quantities of  
13 tools, materials, and other items to each FR at his or her home. After these tools and materials are  
14 delivered to FRs, TTI instructs FRs to unpack, organize, store, and assemble them. TTI also requires  
15 FRs to prepare materials and tools at home for their use in Home Depot stores, including  
16 demonstrations of tools and deployment of TTI's and marketing materials.

17           17.    TTI also regularly requires FRs to spend a significant amount of time on their home  
18 internet performing work tasks. FRs must regularly enter information into TTI's system about the  
19 work that they performed in-store and out-of-store. For example, TTI instructs FRs to enter  
20 information about the in-store tasks they performed, including the location of the store, the department  
21 where the work took place, comments about the tasks, and the time spent on each task. In addition,  
22 TTI regularly requires FRs to complete online learning and training courses. FRs also must regularly  
23 print out and assemble weekly sales numbers.

24           18.    TTI has used two different time-recording systems. The first, iTrack, was used, on  
25 information and belief, until approximately January 2014. For iTrack, a total amount of time was  
26 entered into the system for each workday. Since January 2014, on information and belief, TTI has

1 used Kronos. For Kronos, FRs are instructed to clock-in and clock-out through a smartphone  
2 application.

3 **A. Failure to Pay Overtime Wages, Minimum Wages for All Hours Worked and Provide**  
4 **Meal Periods**

5 19. FRs consistently work more than 8 hours in a workday, which TTI knows and requires.  
6 TTI regularly fails to pay FRs wages, including overtime wages, for hours worked after the eighth hour  
7 worked in a day and for hours worked in a week after the fortieth hour.

8 20. At the same time, under both iTrack and Kronos TTI regularly failed to record FRs'  
9 hours worked over 8 in a workday and over 40 in a workweek. In addition, during the time iTrack was  
10 used, TTI required FRs to enter 480 minutes worked per day regardless of whether the FRs worked  
11 greater or less than 8 hours in a day. With regards to Kronos, TTI requires FRs to clock-out 8.5 hours  
12 after clocking-in regardless of whether FRs must continue to work; and, TTI automatically deducts 30  
13 minutes from the 8.5 hours each day for an alleged meal period regardless of whether a meal period  
14 was actually provided.

15 21. FRs' standard workday includes in-store and out-of-store responsibilities, and in-store  
16 responsibilities created and assigned by TTI regularly require FRs to work more than 8 hours in- store.  
17 Indeed, after 8 hours worked, FRs must continue to work until all of their in-store responsibilities are  
18 completed. But TTI neither records those hours worked nor pays FRs for those hours worked.

19 22. For the out-of-store responsibilities, TTI creates assignments for FRs and sends the  
20 work to FRs at their home. Yet TTI neither records these hours worked nor pays FRs for those hours  
21 worked.

22 23. In addition to the FRs' standard workday, TTI requires regular, but less frequent, work,  
23 including maintaining a TTI-owned vehicle, attending all-day meetings with managers and many other  
24 FRs, and completing "re-sets" of Home Depot sections that display TTI products.

25 24. Regarding the company-owned vehicle, TTI assigns a vehicle to each FR that has a TTI  
26 Brand, such as Milwaukee, prominently displayed on the side of the vehicle. FRs are required to take  
27 the vehicle to get washed at least two times per month, and thus FRs either spend time either washing  
28 the vehicle themselves or taking the vehicle to a car wash.

1           25.     FRs are also required to regularly perform “re-sets,” during which all or almost all of  
2 TTI displays and inventory at Home Depot stores are disassembled and then rebuilt with new displays  
3 constructed and inventory completely rearranged. Resets are regularly done overnight, and TTI  
4 requires the FRs to stay inside the Home Depot store until the reset is complete.

5           26.     FRs are regularly required to attend off-site, all-day company meetings with managers  
6 and many other FRs. These meetings regularly continue past 8 hours, and TTI neither records the FRs’  
7 hours worked past 8 hours nor compensates the FRs for the hours worked after the eighth hour.

8           27.     In addition, for most of the class period, TTI did not compensate FRs for the hours  
9 spent travelling to these required meetings, which regularly included travel on a weekend. However,  
10 beginning in approximately January 2014, TTI began paying FRs overtime wages for time spent  
11 travelling to these required meetings.

12           28.     Regarding meal periods, TTI regularly does not provide meal periods to FRs during  
13 their standard workdays and during re-sets. TTI assigns FRs in-store and out-of-store responsibilities  
14 that TTI knows will and do require FRs to work more than 8 hours a day, and TTI requires FRs to  
15 complete their responsibilities in as little time as possible, including by working through meal periods.  
16 Likewise, during re-sets, FRs are not provided with a meal period until the re-set is complete and the  
17 re-sets take at least six spare hours to complete. TTI is aware that meal periods are regularly missed by  
18 FRs because TTI managers witness and encourage FRs to miss meal periods, and FRs have informed  
19 TTI that they are not provided meal periods.

20           29.     In addition, on information and belief, TTI does not provide premium pay to FRs for  
21 unprovided meal periods.

22           30.     TTI willfully fails to pay FRs for all hours worked, including overtime. TTI tells FRs  
23 that they will only be paid overtime if TTI provides prior approval. TTI regularly refuses to pay FRs  
24 overtime where TTI has not given prior approval. TTI has a policy or practice of discouraging FRs  
25 from requesting overtime and of not paying overtime for all hours worked when pre-approval is sought  
26 by FRs. Instead, when FRs seek to get compensated for overtime worked through pre-approval or  
27 another method, TTI regularly responds by not providing approval and either: telling FRs that they  
28

1 need to complete their work prior to the start of any overtime hours; or, telling FRs to take “comp  
2 time” instead of recording and getting compensated for overtime hours.

3 31. Yet none of this “comp time” is provided pursuant to any prior written agreement  
4 between the FRs and TTI. In addition, FRs have not requested in writing to have “comp time” in lieu  
5 of overtime. FRs can take some time off when they are told to use this “comp time.” But when FRs  
6 are told to take time off on a different workday in lieu of overtime, FRs are still required to complete  
7 their responsibilities on those other workdays and thus are unable to take all the time off that they are  
8 supposedly given by TTI. Moreover, TTI does not regularly record this “comp time.”

9 32. TTI also knows that FRs are working overtime hours. FRs have informed TTI that they  
10 work more than 8 hours in a workday and more than 40 hours in a workweek. Managers regularly  
11 accompany FRs while FRs are doing their in-store responsibilities, and, during these visits, managers  
12 witness and encourage FRs to perform greater than 8 hours doing in-store responsibilities and to miss  
13 meal periods. Likewise, at the all-day meetings, managers encourage and witness time worked in  
14 excess of 8 hours. With regards to the out-of-store responsibilities, TTI assigns and monitors these  
15 activities, many of which require FRs to use their home internet, and TTI sends materials to FRs’  
16 homes. Further, TTI has a policy or practice of expressly instructing FRs to clock-out or not record  
17 greater than 8 hours worked and then to keep working.

18 **B. Failure to Reimburse Business Expenses**

19 33. TTI requires FRs to have an internet connection at home, which FRs are required to use  
20 for TTI work. For example, FRs must regularly enter data relating to in-store and out-of-store  
21 responsibilities into TTI’s system, and TTI regularly requires the FRs to take online learning courses  
22 and online tests. TTI does not reimburse FRs for any portion of their home internet expense.

23 34. FRs are required to store large quantities of marketing and other TTI materials in their  
24 own homes or in storage units that are paid for by FRs. The storage of TTI’s materials in their homes  
25 causes FRs to lose the use of storage space that FRs have paid for, and many FRs pay for storage  
26 facilities to keep all of the TTI materials. TTI does not reimburse FRs for the cost of renting a storage  
27 facility to store the significant and constant amount of TTI materials that are shipped to FRs’ homes.  
28

1 35. FRs are required to regularly wash company-provided vehicles. FRs are not reimbursed  
2 for these car washes.

3 **C. Failure to Provide Accurate Itemized Wage Statements and Failure to Pay All Wages**  
4 **Due at Discharge**

5 36. TTI has failed to provide FRs with accurate itemized wage statements. On the wage  
6 statements, the only employer listed is "R&B Marketing Sales and Marketing Inc.," and the address for  
7 the employer listed is 1428 Pearman Dairy Road, Anderson, South Carolina 29625. Even if R&B  
8 Sales and Marketing is an employer, Techtronic Industries North America is also an employer, its  
9 name is not listed on the wage statements, and its address is not listed on the wage statements. In  
10 addition, as a result of the wage violations described above, the wage statements fail to show the total  
11 and actual hours worked, the accurate gross and net wages earned, all applicable hourly rates in effect  
12 during the pay period, and the corresponding number of hours worked at each hourly rate by the  
13 employee.

14 37. As a result of the violations discussed above, TTI has committed other derivative wage  
15 violations, including: (a) failure to pay all compensation due and owing to all former FRs at the time  
16 their employment was terminated, (b) failure to pay all wages owed twice each calendar month, and  
17 (c) failure to keep accurate payroll records of daily hours worked.

18 **V. CLASS ACTION ALLEGATIONS**

19 38. Plaintiff, on behalf of himself and others similarly situated, re-alleges and incorporates  
20 by reference the allegations contained in the paragraphs above as if fully set forth herein.

21 39. This action is maintainable as a class action pursuant to California Code of Civil  
22 Procedure § 382 for TTI's violations of the California Labor Code and California Business and  
23 Professions Code § 17200 *et seq.* Plaintiff seeks to represent the following class:

24 "California Class" All FRs employed by TTI in California at any time from four  
25 years prior to the date this Complaint was filed through trial.

26 40. The proposed class is so numerous that joinder of all members is impracticable. On  
27 information and belief, the class encompasses in excess of 40 people.  
28



1           41.     Plaintiff will fairly and adequately protect the interests of each putative class, and has  
2 retained counsel who are experienced and competent in the fields of employment law and class action  
3 litigation. Plaintiffs have no interest that is contrary to or in conflict with the members of any of the  
4 classes.

5           42.     Plaintiff's claims are typical of the claims of the class he seeks to represent. Plaintiff  
6 and all class members were subjected to the same alleged violations as to each cause of action alleged  
7 in this Complaint.

8           43.     Common questions of law and fact predominate in this action, because as to each cause  
9 of action, TTI has acted on grounds generally applicable to all proposed class members. Among the  
10 questions of law and fact common to Plaintiff and the class are:

11               a)     Whether TTI had a policy or practice of requiring FRs to accomplish work  
12 outside of Home Depot stores;

13               b)     Whether TTI had a policy or practice of not compensating FRs for hours  
14 worked outside of Home Depot stores;

15               c)     Whether TTI had a policy or practice of requiring FRs to clock-out or not  
16 recording hours worked in excess of 8 hours in a workday when FRs worked more than 8 hours in a  
17 workday;

18               d)     Whether TTI had a policy or practice of failing to pay FRs minimum wages for  
19 all hours worked;

20               e)     Whether TTI had a policy or practice of failing to pay FRs overtime wages  
21 earned;

22               f)     Whether TTI had a policy or practice of requiring FRs to have and use home  
23 internet for TTI work;

24               g)     Whether TTI had a policy or practice of not reimbursing FRs a reasonable  
25 percentage of their home internet;

26               h)     Whether TTI had a policy or practice of automatically deducting a 30-minute  
27 unpaid lunch period from FRs' recorded time worked;

1           i)       Whether TTI had a policy or practice of requiring FRs to devote substantial  
2 space in their homes or in rental units to the storing of TTI's business materials without  
3 reimbursement;

4           j)       Whether TTI had a policy or practice of providing FRs wage statements that  
5 failed to provide the name and address of the employer;

6           k)       Whether TTI had a policy or practice of requiring FRs who worked overtime to  
7 take supposed compensatory time off in lieu of overtime pay without first obtaining a written  
8 agreement or a request in writing from RFs;

9           l)       Whether TTI's conduct is "unlawful" and/or "unfair" under California Business  
10 & Professions Code § 17200 et seq.;

11          m)       Whether injunctive relief, restitution and other equitable remedies, and  
12 penalties are warranted;

13          n)       Whether TTI's conduct was willful;

14          o)       Whether TTI is liable for all damages and prejudgment interest claimed  
15 hereunder; and,

16          p)       Whether TTI is liable for costs and attorneys' fees.

17       44.     A class action is superior to other available methods for the fair and efficient  
18 adjudication of this controversy. TTI's common, classwide policies caused the damages in this case.  
19 The damages suffered by individual class members may be insufficient to justify the expense and  
20 burden of individual litigation. Proposed class members, especially current employees, may fear  
21 retaliation if forced to step forward individually to assert claims against their employer. Plaintiff  
22 knows of no difficulty that might be encountered in the management of this litigation that would  
23 preclude its maintenance as a class action.

24       45.     Plaintiff intends to move for class certification and send notice to all members of the  
25 proposed California Class. The names and addresses of the proposed class members are available from  
26 TTI.

1 **VI. COLLECTIVE ACTION ALLEGATIONS**

2 46. Plaintiff, on behalf of himself and others similarly situated, re-alleges and incorporates  
3 by reference the allegations contained in the paragraphs above as if fully set forth herein.

4 Plaintiff also brings this action on behalf of himself and other employees similarly situated as a  
5 collective action under the FLSA, 29 U.S.C. § 216(b). The employees similarly situated are:

6 "Collective Class" All FRs employed by TTI in California at any time from  
7 three years prior to the date this Complaint was filed through trial.

8 47. TTI suffered and permitted FRs to work more than forty hours per week without  
9 appropriate overtime compensation.

10 48. TTI's unlawful conduct has been widespread, repeated, and consistent.

11 49. Upon information and belief, TTI knew that Plaintiff and the Collective Class  
12 performed work that required overtime pay. TTI has operated under a scheme to deprive these  
13 employees of appropriate overtime compensation owed.

14 50. TTI's conduct was willful and in bad faith, and has caused significant damages to  
15 Plaintiff and the Collective Class.

16 51. Notice should be sent to the Collective Class informing them of this lawsuit and their  
17 opportunity to affirmatively join and stop the statute of limitations from running. There are numerous  
18 similarly situated current and former FRs who have been denied overtime pay in violation of the FLSA  
19 who would benefit from the issuance of such Notice. The names and addresses of the proposed  
20 collective class members are available from TTI.

21 **FIRST CAUSE OF ACTION AGAINST ALL DEFENDANTS**  
22 **Failure to Pay Overtime in Violation of California Law**  
**(Cal. Labor Code §§ 510, 558 & IWC Wage Order No. 7)**

23 52. Plaintiff, on behalf of himself and others similarly situated, re-alleges and incorporates  
24 by reference the allegations contained in the paragraphs above as if fully set forth herein.

25 53. At all relevant times, IWC Wage Order No. 7 (8 C.C.R. § 11070) and California Labor  
26 Code § 510 required employers, like TTI, to pay overtime premiums for hours worked in excess of  
27 eight (8) in a given day, forty (40) in a given workweek, or on the seventh day worked in a single  
28 workweek. Under California Labor Code § 1198, it is unlawful to employ persons for longer than

1 the hours set by the Industrial Welfare Commission (“IWC”), or under conditions prohibited by the  
2 applicable wage order of the IWC.

3 54. Plaintiff and members of the California Class worked in excess of eight hours per day  
4 and in excess of forty hours per week, and Defendants unlawfully failed to pay members of the Class  
5 the proper overtime compensation.

6 55. As a direct and proximate result of Defendants’ unlawful conduct, as set forth herein,  
7 Plaintiffs and the Class have sustained damages, including loss of earnings for hours of overtime  
8 worked on behalf of Defendants, in an amount to be established at trial, plus damages, interest,  
9 attorneys’ fees, and costs.

10 **SECOND CAUSE OF ACTION AGAINST ALL DEFENDANTS**  
11 **Failure to Pay Overtime in Violation of the Fair Labor Standards Act**  
12 **(29 U.S.C. § 207)**

13 56. Plaintiff, on behalf of himself and others similarly situated, re-alleges and incorporates  
14 by reference the allegations contained in the paragraphs above as if fully set forth herein.

15 57. Plaintiff consents in writing to be a party to this action, pursuant to 29 U.S.C. § 216(b).  
16 Plaintiff’s written consent form is attached hereto as Exhibit A. Plaintiff anticipates that other  
17 individuals will sign consent forms and join as plaintiffs.

18 58. At all relevant times, TTI has been, and continues to be, an “employer” engaged in  
19 interstate commerce, within the meaning of the FLSA, 29 U.S.C. § 203. Within the relevant time-  
20 period, TTI employed Plaintiff, and employed and continues to employ members of the proposed  
21 collective class. At all relevant times, upon information and belief, TTI has had gross operating  
22 revenues in excess of \$500,000.

23 59. The FLSA requires that each covered employer, such as TTI, compensate all non-  
24 exempt employees at a rate of not less than one and one-half times the regular rate of pay for work  
25 performed in excess of forty hours per week.

26 60. By failing to accurately record, report, and/or preserve records of hours worked by  
27 Plaintiffs and the collective class, TTI has failed to make, keep, and preserve records with respect to  
28

1 each of its employees sufficient to determine their wages, hours, and other conditions and practice of  
2 employment, in violation of the FLSA, 29 U.S.C. § 201 *et seq.*

3 61. The foregoing conduct, as alleged, constitutes a willful violation of the FLSA, within  
4 the meaning of 29 U.S.C. § 255(a).

5 62. Plaintiff, on behalf of himself and the collective class, seeks damages in the amount of  
6 his and each class member's unpaid overtime compensation, liquidated damages from three years  
7 immediately preceding the filing of this action, plus interest and costs as allowed by law, pursuant to  
8 29 U.S.C. §§ 216(b) and 255(a), and such other legal and equitable relief as the Court deems just and  
9 proper.

10 63. Plaintiff, on behalf of himself and the collective class, seeks recovery of their attorneys'  
11 fees and costs to be paid by Defendants, as provided by the FLSA, 29, U.S.C. § 216(b).

12 **THIRD CAUSE OF ACTION AGAINST ALL DEFENDANTS**  
13 **Failure to Pay Minimum Wage for All Hours Worked**  
14 **(Cal. Labor Code §§ 1194, 1197, 1197.1 & Wage Order No. 7)**

15 64. Plaintiff, on behalf of himself and others similarly situated, re-alleges and incorporates  
16 by reference the allegations contained in the paragraphs above as if fully set forth herein.

17 65. California Labor Code §§ 1194, 1197, 1197.1 and Wage Order 7 entitle non-exempt  
18 employees to an amount equal to or greater than the minimum wage for all hours worked, including  
19 time spent on in-store responsibilities, out-of-store responsibilities, maintaining the company-owned  
20 vehicle, and attending TTI meetings.

21 66. TTI did not compensate FRs for all hours worked. As a result, TTI is liable for unpaid  
22 minimum wages, liquidated damages, interest, attorneys' fees, and costs.

23 **FOURTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**  
24 **Failure to Provide Accurate Itemized Wage Statements**  
25 **(Cal. Labor Code § 226(a))**

26 67. Plaintiff, on behalf of himself and others similarly situated, re-alleges and incorporates  
27 by reference the allegations contained in the paragraphs above as if fully set forth herein.

28 68. California Labor Code § 226(a) provides, in relevant part, that every employer must  
furnish each employee with an itemized wage statement that shows the total number of hours worked

1 each pay period, gross wages, net wages, all deductions, all applicable hourly rates of pay, the name  
2 and address of the legal entity that is the employer, and other information.

3 69. During the Class Period, TTI willfully failed to furnish Plaintiff and the Class, upon  
4 each payment of compensation, itemized wage statements accurately showing, at a minimum: the total  
5 and actual hours worked, the accurate gross and net wages earned, the correct name and address of the  
6 legal entity that is the employer, and all applicable hourly rates in effect during the pay period and the  
7 corresponding number of hours worked at each hourly rate by the employee.

8 70. Plaintiff and class members were injured by these failures because, among other things,  
9 they were impeded from knowing the total hours worked and the amount of wages to which they were  
10 and are entitled.

11 71. California Labor Code § 226(e) provides that an employee suffering injury as a result of  
12 not being provided with an accurate itemized wage statement is entitled to recover the greater of all  
13 actual damages suffered or fifty (\$50) dollars for the initial violation and one-hundred (\$100) dollars  
14 for each subsequent violation, up to \$4,000. Pursuant to Labor Code § 226(g), Plaintiff and California  
15 class members are entitled to injunctive relief to ensure TTI's compliance with Labor Code § 226.

16 72. Plaintiffs and class members are entitled to an award of costs and reasonable attorneys'  
17 fees under Labor Code § 226(h).

18 **FIFTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**

19 **Failure to Provide Meal Periods**

20 **(Cal. Labor Code §§ 226.7, 512 & IWC Wage Order No. 7)**

21 73. Plaintiff, on behalf of himself and others similarly situated, re-alleges and incorporates  
22 by reference the allegations contained in the paragraphs above as if fully set forth herein.

23 74. California Labor Code § 512 prohibits and employer from employing an employee for a  
24 work period of more than five hours per day without providing the employee with a meal period of at  
25 least 30 minutes, or for a work period of more than 10 hours without a second meal period of at least  
26 30 minutes.

27 75. California Labor Code §226.7 prohibits any employer from requiring any employee to  
28 work during any meal period mandated by an applicable IWC wage order, and states that an employer

1 that fails to provide an employee with a required meal period shall pay that employee one additional  
2 hour of pay at the employee's regular rate of compensation for each work day that the employer does  
3 not provide a compliant meal period.

4 76. TTI failed to provide Plaintiff and class members with meal periods. TTI also failed to  
5 pay Plaintiff and class members an hour of premium pay for each missed meal period.

6 77. Plaintiff and those similarly situated are therefore entitled to payment of the meal period  
7 premiums as provided by law, as well as interest. Plaintiff also seeks attorneys' fees and costs under  
8 California Code of Civil Procedure § 1021.5.

9 **SIXTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**

10 **Failure to Reimburse Business Expenses  
(Cal. Labor Code § 2802)**

11 78. Plaintiff, on behalf of himself and others similarly situated, re-alleges and incorporates  
12 by reference the allegations contained in the paragraphs above as if fully set forth herein.

13 79. Labor Code § 2802 provides that "[a]n employer shall indemnify his or her employee  
14 for all necessary expenditures or losses incurred by the employee in direct consequence of the  
15 discharge of his or her duties."

16 80. Plaintiff and class members have incurred reasonable and necessary expenses in the  
17 course of completing their job duties for TTI, which were not reimbursed by TTI. These expenses  
18 include but are not limited to maintaining company-owned vehicles, home internet to perform TTI's  
19 business activities, and devoting significant portions of their homes (or rental units paid for out-of-  
20 pocket) to storing TTI's business materials.

21 81. Plaintiff and class members are entitled to reimbursement for these necessary  
22 expenditures, plus interest and attorneys' fees and costs, under Labor Code § 2802.

23 **SEVENTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**

24 **Failure to Pay All Wages Due upon Termination  
(Cal. Labor Code § 203)**

25 82. Plaintiff, on behalf of himself and others similarly situated, re-alleges and incorporates  
26 by reference the allegations contained in the paragraphs above as if fully set forth herein.  
27  
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1 83. California Labor Code §§ 201 and 202 require TTI to pay all compensation due and  
2 owing to former FRs immediately upon discharge or within seventy-two hours of their termination of  
3 employment. California Labor Code § 203 provides that if an employer willfully fails to pay  
4 compensation promptly upon discharge or resignation, as required by Sections 201 and 202, then the  
5 employer is liable for such “waiting time” penalties in the form of continued compensation up to thirty  
6 workdays.

7 84. TTI willfully failed to pay Plaintiff and class members compensation due upon  
8 termination as required by California Labor Code §§ 201 and 202. As a result, TTI is liable to Plaintiff  
9 and these class members for waiting time penalties under California Labor Code § 203, plus reasonable  
10 attorneys’ fees and costs.

11 **EIGHTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**  
12 **Violation of Unfair Competition Law**  
13 **(Cal. Bus. & Prof. Code § 17200 *et seq.*)**

14 85. Plaintiff, on behalf of himself and others similarly situated, re-alleges and incorporates  
15 by reference the allegations contained in the paragraphs above as if fully set forth herein.

16 86. Plaintiff brings this cause of action individually and as a representative of all others  
17 subject to TTI’s unlawful acts and practices.

18 87. Business and Professions Code § 17200 prohibits unfair competition in the form of any  
19 unlawful, unfair, or fraudulent business act or practice. Business and Professions Code § 17204 allows  
20 “any person who has suffered injury in fact and has lost money or property” to prosecute a civil action  
21 for violation of the Unfair Competition Law.

22 88. TTI has committed unlawful, unfair, and/or fraudulent business acts and practices as  
23 defined by Business and Professions Code § 17200 by failing to pay overtime wages, failing to pay  
24 minimum wages for all hours worked, failing to provide meal and rest periods or pay premiums for  
25 missed meal and rest periods, and failing to reimburse business expenses, as described in the foregoing  
26 causes of action.

27 89. TTI has also committed unlawful, unfair, and/or fraudulent business acts and practices  
28 by: (i) failing to pay all wages due at least twice per month, as a result of its violations listed in the



1 foregoing paragraph (Cal. Labor Code § 204 and Wage Order No. 7); (ii) failing to keep accurate  
2 payroll records of daily hours worked (Cal. Labor Code § 1174 and Wage Order No. 7); and (iii)  
3 unlawfully requiring receipt of compensating time off in lieu of overtime pay (Cal. Labor Code §§  
4 204.3, 513 and Wage Order No. 7). These provisions are enforceable pursuant to UCL § 17200, *et seq.*

5 90. As a result of its unlawful acts, TTI has reaped and continues to reap unfair benefits and  
6 illegal profits at the expense of Plaintiff and the Class he seeks to represent. TTI should be enjoined  
7 from this activity, caused to specifically perform its obligations, and made to disgorge its ill-gotten  
8 gains and pay restitution to Plaintiff and the members of the Class including, but not limited to,  
9 restitution of all unpaid wages, plus interest, as well as attorneys' fees and costs.

10 **NINTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**  
11 **California Private Attorney General Act**  
12 **(Cal. Labor Code § 2698 *et seq.*)**

13 91. Plaintiff, on behalf of himself and others similarly situated, re-alleges and incorporates  
14 by reference the allegations contained in the paragraphs above as if fully set forth herein.

15 92. Plaintiff and all other FRs are "aggrieved employees" under PAGA. They were  
16 employed by TTI during the applicable statutory period and suffered one or more of the Labor Code  
17 violations alleged herein. As such, they seek to recover, on behalf of themselves and all other current  
18 and former aggrieved employees, the civil penalties provided by PAGA, plus reasonable attorneys'  
19 fees and costs.

20 93. Pursuant to PAGA, Plaintiff seeks to recover civil penalties, wages, and other amounts  
21 through a representative action as permitted by PAGA and the California Supreme Court in *Arias v.*  
22 *Superior Court*, 46 Cal. 4th 969 (2009). Therefore, class certification of the PAGA claims is not  
23 required.

24 94. On November 19, 2015, Plaintiff gave written notice by certified mail of TTI's  
25 violations of various provisions of the California Labor Code as alleged in this complaint to the Labor  
26 and Workforce Development Agency ("LWDA") and TTI. *See* Letter from William C. Jhaveri-Weeks  
27 to the LWDA and TTI, attached hereto as Exhibit B. The LWDA did not provide notice of its  
28 intention to investigate TTI's alleged violations within thirty-three (33) calendar days of the November

1 19, 2015 postmark date of the notice sent by Plaintiffs. Therefore, Plaintiff has exhausted his notice  
2 requirements and under Cal. Lab. Code § 2699.3(a)(2)(A), he seeks civil penalties, wages, and other  
3 amounts under PAGA for the following violations:

- 4 a) Failure to pay overtime owed in violation of Labor Code § 510;
- 5 b) Failure to pay minimum wages in violation of Labor Code §§ 1194 and 1197;
- 6 c) Failure to provide accurate wage statements in violation of Labor Code  
7 §§ 226(a) and 226.3;
- 8 d) Failure to provide meal and rest periods in violation of Wage Order No. 7 and  
9 Labor Code §§ 226.7 and 512.
- 10 e) Failure to reimburse business expenses in violation of Labor Code § 2802;
- 11 f) Failure to provide prompt payment of wages upon termination in violation of  
12 Labor Code §§ 201-03 and 256;
- 13 g) Failure to keep required payroll records in violation of Wage Order No. 7 and  
14 Labor Code §§ 1174 and 1174.5;
- 15 h) Failure to pay all wages due twice during each calendar month in violation of  
16 Labor Code § 204;
- 17 i) Unlawful requirement to receive compensating time off in lieu of overtime  
18 compensation, in violation of Labor Code §§ 204.3 and 513.

19 95. With respect to violations of Labor Code § 226(a), Labor Code § 226.3 imposes a civil  
20 penalty in addition to any other penalty provided by law of two hundred fifty dollars (\$250) per  
21 aggrieved employee for the first violation, and one thousand dollars (\$1,000) per aggrieved employee  
22 for each subsequent violation of Labor Code § 226(a).

23 96. California Labor Code § 558 imposes civil penalties, in addition to any other civil or  
24 criminal penalty provided by law, upon any employer or other person acting on behalf of an employer  
25 who violates a section of Division 2, Part 2, Chapter 1 of the Labor Code or any provision regulating  
26 hours and days of work in any Industrial Welfare Commission Wage Order. Pursuant to Labor Code  
27 § 558, Defendants are liable for underpaid wages and they are subject to a civil penalty of (i) for each  
28

1 initial such violation, fifty dollars (\$50) for Plaintiff and each other PAGA Class Member for the pay  
2 period when the violation occurred; and (ii) for each subsequent violation, one hundred dollars (\$100)  
3 for Plaintiff and each other PAGA Class Member for each pay period in which the violation occurred.

4 Any wages recovered under § 558 are paid to the employee. *See* Cal. Labor Code § 558.

5 97. Defendants are liable under California Labor Code § 558.1 for violations of Labor Code  
6 §§ 203, 226, 226.7, 1193.6, 1194, and 2802. Section 558.1 provides that any employer or other person  
7 acting on behalf of an employer, who violates, or causes to be violated, any those Labor Code Sections  
8 may be held liable as the employer for such violation.

9 98. California Labor Code § 1197.1 imposes civil penalties, restitution of wages, liquidated  
10 penalties, and any other applicable penalties to an employer or other person acting either individually  
11 or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee  
12 a wage less than the minimum .

13 99. Pursuant to Labor Code § 203, for an employer that willfully fails to pay any wages of  
14 an employee who is discharged or quits, that employee's wages shall continue as a penalty from the  
15 due date at the same rate until paid, but shall not continue for more than thirty (30) days. Labor Code  
16 § 256 imposes a civil penalty in an amount not exceeding thirty (30) days' pay as waiting time under  
17 the terms of Labor Code § 203.

18 100. Labor Code § 226.7 requires an employer to pay one additional hour of pay at the  
19 employee's regular rate for each day of work that the meal period is not provided as required by law.

20 101. Under California Labor Code 1174.5, Defendants are subject to a civil penalty of \$500  
21 for willfully failing to maintain accurate and complete payroll records.

22 102. Enforcement of statutory provisions to protect workers and to ensure proper and prompt  
23 payment of wages is a fundamental public interest. PAGA Plaintiffs' successful enforcement of  
24 important rights affecting the public interest will confer a significant benefit upon the general public.  
25 Private enforcement of these rights is necessary, as no public agency has pursued enforcement. PAGA  
26 Plaintiffs are incurring a financial burden in pursuing this action, and it would be against the interests

1 of justice to require the payment of attorneys' fees and costs from any recovery obtained, pursuant to,  
2 *inter alia*, California Labor Code § 2699.

3 103. As a result of the violations alleged, Plaintiff, on behalf of himself and all other  
4 aggrieved employees, seeks all civil penalties, wages, liquidated damages, and other amounts available  
5 pursuant to PAGA, including attorneys' fees, expenses, and costs of suit.

6 **VII. PRAYER FOR RELIEF**

7 WHEREFORE, Plaintiff, on behalf of himself and all others similarly situated, respectfully  
8 requests that this Court grant the following relief:

9 A. A determination that this action may be maintained as a class action under California  
10 Code of Civil Procedure § 382, with the class and subclasses defined as requested herein, and issuance  
11 of notice to the proposed class members;

12 B. A determination that this action may be maintained as a collective action on behalf of  
13 all similarly situated employees in California under the FLSA, 29 U.S.C. § 216(b), and issuance of  
14 notice to proposed collective class members under that section;

15 C. A determination that Defendants have violated the overtime, minimum wage, wage  
16 statement, meal period, reimbursement of business expenses, record-keeping, and other laws set forth  
17 herein;

18 D. A determination that Defendants' violations were willful;

19 E. An award to Plaintiff and the proposed classes of the unpaid wages owed, including all  
20 unpaid overtime and meal period premiums, subject to proof at trial;

21 F. Reimbursement of all business expenses due and owing;

22 G. An award of all penalties and liquidated damages owed, including waiting time  
23 penalties under California Labor Code § 203, inaccurate wage-statement penalties under Labor Code  
24 § 226, liquidated damages under the FLSA, liquidated damages for Defendants' California minimum  
25 wage violations, and the other penalties specified by the California Labor Code for the violations  
26 alleged herein;

1 H. A determination that Defendants' practices violated that Unfair Competition Law and  
2 an order of restitution for the harm caused by such practices;

3 I. An award of civil penalties, wages, liquidated damages, and other applicable penalties  
4 under PAGA for the violations alleged above;

5 J. Pre-judgment and post-judgment interest;

6 K. An order enjoining Defendants from violating California law as alleged above;

7 L. An award of costs and expenses of this action together with reasonable attorneys' and  
8 expert fees under California Civil Code § 1021.5, California Labor Code §§ 226, 2699, and any other  
9 applicable California law; and,

10 M. Such other relief as this Court deems just and proper.

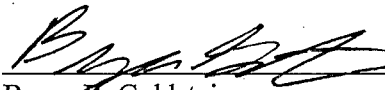
11 **VIII. JURY TRIAL DEMANDED**

12 Plaintiff demands a trial by jury on claims so triable.

13 Dated: March 3, 2016

Respectfully submitted,

14 GOLDSTEIN, BORGAN, DARDARIAN & HO

15 

16 Byron R. Goldstein

17 *Attorneys for Plaintiff and the Proposed Class*

# EXHIBIT A

1 Laura L. Ho (SBN 173179)  
lho@gbdhlegal.com  
2 William C. Jhaveri-Weeks (SBN 289984)  
wjhaveriweeks@gbdhlegal.com  
3 Byron R. Goldstein (SBN 289306)  
brgoldstein@gbdhlegal.com  
4 GOLDSTEIN, BORGEN, DARDARIAN & HO  
300 Lakeside Drive, Suite 1000  
5 Oakland, CA 94612  
Tel: (510) 763-9800  
6 Fax: (510) 835-1417

7 Attorneys for Plaintiff and the Proposed Class

8  
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
10 **COUNTY OF ALAMEDA**

11 JORDAN WILLEY, individually, and on behalf of  
12 others similarly situated,

13 Plaintiffs,

14 vs.

15 TECHTRONIC INDUSTRIES NORTH  
16 AMERICA, INC., a corporation; R&B SALES &  
MARKETING INC., a corporation; and DOES  
17 ONE through TEN inclusive,

18 Defendants.

Case No.:

**CONSENT TO JOIN AS PARTY  
PLAINTIFF**

19 **CONSENT TO JOIN AS PARTY PLAINTIFF**

20 1. I affirm that I was employed by Defendant, Techtronic Industries North America, Inc.,  
21 as a Field Representative.

22 2. Within the past three years, there were weeks when I worked more than 40 hours  
23 without receiving overtime pay.

24 3. I understand this suit is brought under the federal Fair Labor Standards Act, 29 U.S.C.  
25 § 201, *et seq.* Pursuant to 29 U.S.C. § 216(b), I hereby give my consent to be a party plaintiff in the  
26 above-captioned action, and agree to be bound by any settlement or judgment of the Court in this  
27 action.

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4. I hereby authorize the above-named Plaintiffs' counsel of record to file this consent with the Clerk of the court.

Please type or print in ink the following:

Name: Jordan Willey

Address: Redacted

Fresno CA 93730  
(City) (State) (Zip Code)

Tel. No.: Redacted  
(Day) (Evening)

Email address: Redacted

Date: 03/03/2016

DocuSigned by:  
Jordan Willey  
C0B8498A214C41B...  
Signature



# EXHIBIT B

Shareholders  
David Borgen  
Linda M. Dardarian  
Laura L. Ho.



Goldstein, Borgen,  
Dardarian & Ho

Of Counsel  
Barry Goldstein  
Morris J. Baller

November 19, 2015

**Certified Mail, Return Receipt Requested**

Attn. PAGA Administrator  
1515 Clay Street, Suite 801  
Oakland, CA 94612

Re: Labor Code Private Attorney General Act Notice

Dear Sir or Madam:

This firm represents aggrieved former employee Jordan Willey, individually and on behalf of all others similarly situated, who work or worked for Techtronic Industries, Inc. and/or its corporate affiliates in California (collectively, "TTI") as Field Representatives ("FR"s). Mr. Willey was employed by TTI as an FR until March 2015. FRs primarily merchandise TTI products, which include an array of power tools and home and/or gardening appliances, at Home Depot stores ("in-store activities"). FRs also work outside of Home Depot stores, performing tasks that include entering data in TTI's computer system, preparing tools and other materials for in-store activities, among others.

TTI has violated Labor Code provisions in its employment of FRs, and is therefore liable for civil penalties under California Labor Code § 2698 *et seq.* We request that your agency investigate the claims alleged below against TTI. This letter is to provide notice of claims for penalties under the Labor Code Private Attorneys General Act, as amended, Labor Code § 2699.3 ("PAGA") for violations of California Labor Code §§ 201-2 (waiting time), 203 (willfulness), 204 (bi-monthly accurate wage payments), 204.3 (unlawful use of compensation time), 226 (wage statements), 226.3 (wage statement penalties), 226.7 (meal and rest periods), 246-48 (paid sick days), 256 (waiting time penalties), 510 (overtime), 512 (meal and rest periods), 513 (unlawful use of compensation time), 558 (penalties and wages for failure to pay all overtime wages and failure to provide either meal periods or premium pay), 1174 and 1174.5 (payroll records), 1194 and 1197 (minimum wage for each hour worked), 1197.1 (penalties and wages for failure to pay minimum wage for each hour worked), and 2802 (reimbursement of necessary business expenses), and Wage Order No. 7.

**Unlawful Failure to Pay for All Hours Worked and For Overtime**

TTI has violated and continues to violate Wage Order No. 7 and Labor Code §§ 510, 558, and 1194 because it fails to compensate FRs for all hours worked, including overtime. TTI requires FRs to perform "off-the-clock" work without pay. TTI requires FRs to record their time



for exactly 8.5 hours each day, regardless of the fact that they are required to work before and after their shifts begin and end. A 30-minute lunch break is automatically deducted each day, regardless of the fact that lunch breaks are not actually provided or taken.

Specifically, prior to clocking in, FRs must perform extensive work at home to prepare for their assignments in a given day, including unpacking and assembling marketing materials that are delivered to them at their homes in large quantities, which must then be taken to Home Depot stores to be displayed; preparing materials at home for product demonstrations at Home Depot stores; and other preparatory tasks that are necessary to perform their jobs in a given day.

TTI requires FRs to clock out after 8.5 hours even if the FRs must continue working longer to complete their in-store tasks for the day. TTI expects FRs to clock out and then continue working to complete their in-store assignments. TTI requires FRs to travel to regular meetings that last longer than eight hours per day, but only pays FRs for eight hours worked. TTI also requires FRs to perform other company work on their own time, such as washing their company-provided vehicles. TTI has knowledge of the off-the-clock work.

As a result of its failure to pay for all hours worked and failure to pay overtime, TTI has violated California Labor Code §§ 510, 1194, and Industrial Welfare Commission Wage Order 7, and is liable for civil penalties pursuant to California Labor Code §§ 558, 1197.1, and 2698 *et seq.*

#### Unlawful Failure to Furnish Compliant Wage Statements

TTI has violated and continues to violate Labor Code §§ 226(a)(1), (2), (5), (8), and (9) because it willfully fails to furnish wage statements to FRs that show: the total and actual hours worked, the accurate gross and net wages earned, the correct name and address of the legal entity that is their employer, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. As a result of violations of California Labor Code § 226(a), TTI is liable for civil penalties pursuant to California Labor Code §§ 226.3 and 2698 *et seq.*

#### Unlawful Failure to Provide Meal and Rest Periods or to Provide Pay Premiums for Missed Rest and Meal Periods

TTI has violated and continues to violate Wage Order No. 7 and Labor Code §§ 226.7 and 512 because it has failed to provide meal and rest periods and to pay the entire amount of premium compensation due its employees for missed meal and rest periods. As a result, TTI is liable for civil penalties pursuant to California Labor Code §§ 558 and 2698 *et seq.*

#### Unlawful Failure to Reimburse

TTI has violated and continues to violate Wage Order No. 7 and Labor Code § 2802 because FRs must use their home internet to perform their jobs, and TTI fails to reimburse them a reasonable percentage of their internet bill. *See Cochran v. Schwan's Home Service, Inc.*, 228

Cal. App. 4th 1137 (2014); *see also Aguilar v. Zep, Inc.*, 2014 WL 4245988 (N.D. Cal. Aug. 27, 2014).

In addition, TTI requires FRs to store large quantities of TTI's marketing materials in their homes without compensation. As a result, FRs must devote significant square footage in their homes to TTI's business purposes, or must pay out of pocket to rent storage space to store TTI's materials.

As a result of violations of California Labor Code § 2802, TTI is liable for civil penalties pursuant to California Labor Code Labor Code §§ 558, 2802 and 2698 *et seq.*

#### Unlawful Failure to Pay Wages Due Upon Termination

TTI has violated Wage Order No. 7 and California Labor Code §§ 201 and 202 by willfully failing to pay all compensation due and owing to all former FRs at the time their employment was terminated. Pursuant to §§ 203 and 256 of the Labor Code, Plaintiffs and similarly situated individuals are now also entitled to recover up to thirty (30) days of wages due to Defendant's "willful" failure to comply with the statutory requirements of sections 201 and 202. Additionally, because TTI violated California Labor Code §§ 201, 201 and 203 of the Labor Code, TTI is liable for civil penalties pursuant to California Labor Code §§ 203, 256, and 2698 *et seq.*

#### Unlawful Failure to Pay All Wages Owed Twice Each Calendar Month

TTI has violated Wage Order No. 7 and California Labor Code § 204 because it failed to pay all wages owed, including minimum wages for all hours worked, overtime wages, and wages for missed meal and rest periods, twice each calendar month. Labor Code § 204(a) requires that employers pay "*all wages [ . . . ] twice during each calendar month on days designated in advance by the employer as the regular paydays*" (emphasis added).

As a result of its violations of Labor Code § 204 and the Wage Order, TTI is liable for civil penalties pursuant to Labor Code §§ 204, 558, 1197.1, and 2698 *et seq.*

#### Unlawful Failure to Keep Accurate Payroll Records of Daily Hours Worked

TTI has violated Wage Order No. 7 and California Labor Code § 1174 because it failed to keep payroll records showing total hours worked. As a result of violations of Wage Order No. 7 and California Labor Code § 1174, TTI is liable for civil penalties pursuant to California Labor Code §§ 1174.5 and 2698 *et seq.*

#### Unlawful Failure to Provide Paid Sick Days

Since July 1, 2015, TTI has violated California Labor Code §§ 246, 246.5, and 247.5 because it failed to provide paid sick days, has prohibited the taking of sick days, and has failed to keep records documenting hours worked and paid sick days accrued.

As a result of its violations of California Labor Code §§ 246, 246.5, and 247.5, TTI is liable for civil penalties pursuant to California Labor Code §§ 248.5 and 2698 *et seq.*

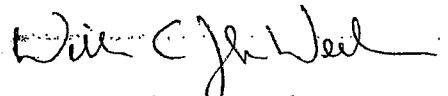
Unlawful Requirement to Receive Compensating Time off in Lieu of Overtime Compensation

TTI has violated Wage Order No. 7 and California Labor Code §§ 204.3 and 513 because TTI has unlawfully required FRs to receive compensating time off in lieu of overtime. TTI encouraged or solicited FRs to take personal time off and make up the work hours within the same week. TTI requires compensating time off in lieu of overtime without a written agreement establishing the arrangement before performance of the work or a request in writing from FRs. In addition, TTI does not record the compensatory time, and FRs are not actually able to take compensatory time in lieu of overtime compensation.

As a result of its violations of Wage Order No. 7 and California Labor Code §§ 204.3 and 513, TTI is liable for civil penalties pursuant to California Labor Code §§ 558 and 2698 *et seq.*

The aggrieved employees hereby invite the Labor and Workforce Development Agency to take any action it deems appropriate.

Very truly yours,



William C. Jhaveri-Weeks

WCJ/kbm

cc: Techtronic Industries North America, Inc. (via Certified Mail, Return Receipt Requested)  
303 International Circle, Suite 490  
Hunt Valley, MD 21030

R&B Sales and Marketing Inc. (via Certified Mail, Return Receipt Requested)  
1428 Pearman Dairy Road  
Anderson, SC 29625

One World Technologies, Inc. (via Certified Mail, Return Receipt Requested)  
1428 Pearman Dairy Road  
Anderson, SC 29625

Techtronic Industries, Co. Ltd. (via Federal Expres International Priority)  
23/F, CDW Building,  
388 Castle Peak Road  
Tsuen Wan, NT  
Hong Kong

ORIGIN: JEMIA (510) 763-9800  
 WILLIAM C. HAVERLI-W  
 300 LAKESIDE DRIVE, SUITE 1000  
 OAKLAND, CA 94612 US

SHIP DATE: 19NOV15  
 ACTIVITY: 51 LR  
 CAD: 10102756N1E13670  
 NO EEI30370

TO 23/F CDW BUILDING

TECHTRONIC INDUSTRIES, CO. LTD.

388 CASTLE PEAK ROAD

TWUEN WAN, NT

HONG KONG

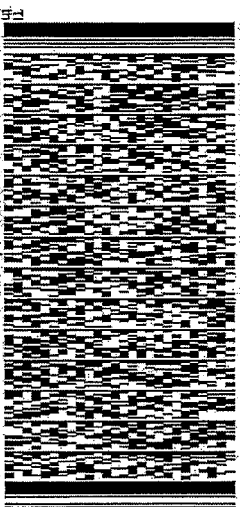
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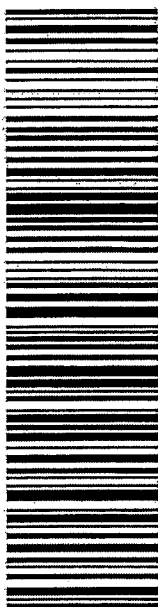
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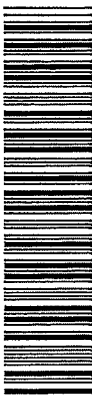
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The Warsaw Convention, as amended, will then govern and in most cases limit FedEx's liability for loss, delay of, or damage to your shipment. The Warsaw Convention, as amended, limits FedEx's liability. For example in the U.S. liability is limited to \$9.07 per pound (20\$ per kilogram), unless a higher value for carriage is declared as described below and you pay any applicable supplementary charges. The interpretation and operation of the Warsaw Convention's liability limits may vary in each country. There are no specific stopping places which are agreed to and FedEx reserves the right to route the shipment in any way FedEx deems appropriate. ROAD TRANSPORT NOTICE. Shipments transported solely by road to or from a country which is a party to the Warsaw Convention or the Contract for the International Carriage of Goods by Road (the "CMR") are subject to the terms and conditions of the CMR, notwithstanding any other provision of this Air Waybill to the contrary. For those shipments transported solely by road, if a conflict arises between the provisions of the CMR and this Air Waybill, the terms of the CMR shall prevail. LIMITATION OF LIABILITY. If not governed by the Warsaw Convention, the CMR, or other international treaties, laws, other government regulations, orders, or requirements, FedEx's maximum liability for damage, loss, delay, shortage, mis-delivery, non-delivery, mis-information or failure to provide information in connection with your shipment is limited by this Agreement and as set out in the terms and conditions of the contract of carriage. Please refer to the contract of carriage set forth in the applicable FedEx Service Guide or its equivalent to determine the contractual limitation. FedEx does not provide cargo liability or all-risk insurance, but you may pay an additional charge for each additional U.S. \$100 (or equivalent local currency for the country of origin) of declared value for carriage. If a higher value for carriage is declared and the additional charge is paid, FedEx's maximum liability will be the lesser of the declared value for carriage or your actual damages. LIABILITIES NOT ASSUMED. IN ANY EVENT, FEDEX WON'T BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL IN EXCESS OF THE DECLARED VALUE FOR CARRIAGE (INCLUDING BUT NOT LIMITED TO LOSS OF INCOME OR PROFITS) OR THE ACTUAL VALUE OF THE SHIPMENT, IF LOWER, WHETHER OR NOT FEDEX HAD ANY KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED. FedEx won't be liable for your acts or omissions, including but not limited to incorrect declaration of cargo, improper or insufficient packaging, securing, marking or addressing of the shipment, or for the acts or omissions of the recipient or anyone else with an interest in the shipment or violations by any party of the terms of this agreement. FedEx won't be liable for damage, loss, delay, shortage, mis-delivery, non-delivery, mis-information or failure to provide information in connection with shipments of cash, currency or other prohibited items or in instances beyond our control, such as acts of God, perils of the air, weather conditions, mechanical delays, acts of public enemies, war, strike, civil commotion, or acts or omissions of public authorities (including customs and health officials) with actual or apparent authority. NO WARRANTY. We make no warranties, express or implied. CLAIMS FOR LOSS, DAMAGE OR DELAY. ALL CLAIMS MUST BE MADE IN WRITING AND WITHIN STRICT TIME LIMITS. SEE OUR TARIFF, APPLICABLE FEDEX SERVICE GUIDE, OR STANDARD CONDITIONS OF CARRIAGE FOR DETAILS. The Warsaw Convention provides specific written claims procedures for damage, delay or non-delivery of your shipment. Moreover, the interpretation and operation of the Warsaw Convention's claims provisions may vary in each country. Refer to the Convention to determine the claims period for your shipment. The right to damages against us shall be extinguished unless an action is brought within two years, as set forth in the Convention. FedEx is not obligated to act on any claim until all transportation charges have been paid. The claim amount may not be deducted from the transportation charges. If the recipient accepts the shipment without noting any damage on the delivery record, FedEx will assume the shipment was delivered in good condition. In order for us to consider a claim for damage, the contents, original shipping carton, and packing must be made available to us for inspection. MANDATORY LAW. Insofar as any provision contained or referred to in this Air Waybill may be contrary to any applicable international treaties, laws, government regulations, orders or requirements such provisions shall remain in effect as a part of our agreement to the extent that it is not overridden. The invalidity or unenforceability of any provisions shall not affect any other part of this Air Waybill. Unless otherwise indicated, FEDERAL EXPRESS CORPORATION, 2005 Corporate Avenue, Memphis, TN 38132, USA, is the first carrier of this shipment. Email address located at www.fedex.com.

ORIGIN ID:EMA (510) 763-9800  
William C. Jhaveri-Meeks  
GOLDSTEIN BORGEN DARDARIAN & HO  
300 LAKE SIDE DRIVE, SUITE 1000  
OAKLAND, CA 94612  
UNITED STATES, US

Ship Date: 19NOV15  
ActWgt: 0.50 LB  
CAD: 101102736/NET3670  
EIN/VAT:

TO 23/F CDW Building  
Techtronic Industries, Co. Ltd.  
388 Castle Peak Road  
Tswan Wan, NT  
Hong Kong,

0000000000  
FedEx Express  
(HK)  
AWB  
J153015091020uv



TRK# 7750 2128 9624

Form 0430

PKG TYPE: ENV

INTL PRIORITY

REF:  
DESC1: Legal Documents  
DESC2:  
DESC3:  
DESC4:  
EEI: NO EEI 30.37(a)

COUNTRY MFG: US  
CARRIAGE VALUE: 0.00 USD  
CUSTOMS VALUE: 1.00 USD

SIGN: William C. Jhaveri-W  
T/C: S 481441983  
D/T: S 481441983

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DESTINATION AWB COPY - PLEASE PLACE IN POUCH

- After printing this label:  
**FEDEX AWB COPY - PLEASE PLACE BEHIND CONSIGNEE COPY**  
1. Fold the printed page along the horizontal line.  
2. Place label in shipping pouch and affix it to your shipment.

ORIGIN ID: JEMA (510) 763-9800  
William C. Jhaveri-Wasaks  
GOLDSTEIN BORGEN DARDARIAN & HO  
300 LAKE SIDE DRIVE, SUITE 1000  
OAKLAND, CA 94612  
UNITED STATES US

Ship Date: 19NOV15  
Acct Wgt: 0.50 LB  
CAD: 101102736/NET3670  
ENVI/VAT:

TO 231F CDW Building

Techtronic Industries, Co. Ltd.  
388 Castle Peak Road  
Twuen Wan, NT  
Hong Kong,

0000000000

(HK)



AWB



PKG TYPE: ENV

TRK# 7750 2128 9624

Form 0430

NTL PRIORITY

REF: Legal Documents  
DESC1:  
DESC2:  
DESC3:  
DESC4:  
EEI: NO EEI 30.37(a)

COUNTRY MFG: US  
CARRIAGE VALUE: 0.00 USD  
CUSTOMS VALUE: 1.00 USD

SIGN: William C. Jhaveri-W  
T/C: S 481411963  
D/T: S 481411963

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DESTINATION AWB COPY - PLEASE PLACE IN POUCH

After printing this label:

FEDEX AWB COPY - PLEASE PLACE BEHIND CONSIGNEE COPY

- 1. Fold the printed page along the horizontal line.
- 2. Place label in shipping pouch and affix it to your shipment.

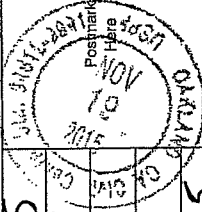


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**OFFICIAL USE**

Postage	\$ 4.85
Certified Fee	3.45
Return Receipt Fee (Endorsement Required)	2.80
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.735



Sent To PAGA Administrator  
Street, Apt. No., or PO Box No. 515 Clay Street Suite 801  
City, State, ZIP+4 Durham, NC 27602

PS Form 3800, June 2002 See Reverse for Instructions

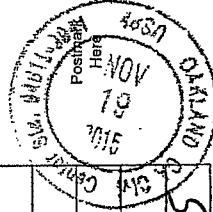
7004 2510 0001 2722 4502

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Postage	\$ 4.85
Certified Fee	3.45
Return Receipt Fee (Endorsement Required)	2.80
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.735



Sent To R&B Sales and Marketing, Inc.  
Street, Apt. No., or PO Box No. 1428 Pearman Dairy Road  
City, State, ZIP+4 Anderson, SC 29625

PS Form 3800, June 2002 See Reverse for Instructions

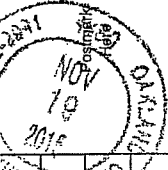
7004 2510 0001 2722 4502

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Postage	\$ 4.85
Certified Fee	3.45
Return Receipt Fee (Endorsement Required)	2.80
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.735



Sent To Electronic Industries North Am.  
Street, Apt. No., or PO Box No. 303 International Circle #490  
City, State, ZIP+4 Punt Valley, MD 21030

PS Form 3800, June 2002 See Reverse for Instructions

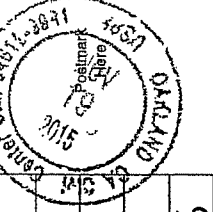
7004 2510 0001 2722 4502

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Postage	\$ 4.85
Certified Fee	3.45
Return Receipt Fee (Endorsement Required)	2.80
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.735



Sent To One World Technologies, Inc.  
Street, Apt. No., or PO Box No. 1428 Pearman Dairy Road  
City, State, ZIP+4 Anderson, SC 29625

PS Form 3800, June 2002 See Reverse for Instructions

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