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VIA CERTIFIED ELECTRONIC MAIL

LABOR AND WORKFORCE DEVELOPMENT AGENCY
PAGAfilings@dir.ca.gov

VIA U.S. MAIL & CERTIFIED MAIL

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Return Receipt Requested

LABCORP
13112 Evening Creek South
San Diego, CA 92128

Re: Jose Bermejo v. LabCorp, et al.

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION § 2698 ET SEQ.**

To: California Labor and Workforce Development Agency; LabCorp

From: Jose Bermejo, on behalf of himself and other aggrieved employees who were subject to the Employer's wage and hour policies as set forth below.

Factual Statement

Please note that this firm, Mahoney Law Group, APC, represents the interests of Mr. Bermejo ("Mr. Bermejo" or "Employee"), who intends to file a complaint alleging various Labor Code violations and seeking civil penalties under the Private Attorneys General Act of 2004, Labor Code sections 2698 *et seq.* ("PAGA"), on behalf of himself and all other aggrieved employees.

Theories of Labor Code Violations and Remedies

LabCorp is a medical lab company (hereinafter "Employer.") Mr. Bermejo began his employment with Employer in or around 2004 as an hourly non-exempt employee, specifically, a Service Rep-Carrier, where he remained employed until on or about September 6, 2019.

Mr. Bermejo alleges Employer violated various sections of the Labor Code, including sections 201, 202, 203, 226, 226.7, 227.3, 510, 512, 1174, 1194 and 2802 by failing to provide Mr. Bermejo and all other aggrieved employees with meal and rest periods and premium pay, failing

to pay all wages owed, including minimum wage and overtime, failing to provide lawful meal and rest periods, failing to provide accurate wage statements and maintain accurate payroll records, and failing to provide all wages earned at end of employment and failing to reimburse for necessary business expenditures. Mr. Bermejo and similarly aggrieved employees consist of identifiable, current, and/or former similarly situated persons who worked for Employer in non-exempt positions in California during the liability period of one year prior to the filing of a complaint alleging a PAGA cause of action.

Employer failed to pay Mr. Bermejo and other aggrieved employees for all hours worked at the legally mandated wage rates. Throughout Mr. Bermejo's employment, Employer failed to compensate Mr. Bermejo for all hours worked including, overtime. Specifically, Employer would not pay for all hours worked about more specifically, all drive time spent traveling from location to location. As a result, employee's wage statements do not reflect their complete time worked, impacting overtime and meal breaks in the process.

Mr. Bermejo alleges that he and other aggrieved employees were not compensated with premium pay for every compliant meal period and rest period that was not provided. Employer's conduct is actionable under PAGA as violations of Labor Code sections 226.7 and 512.

As a result of Employer's failure to pay all wages owed as described herein, Employer further failed to keep accurate payroll records and failed to provide Mr. Bermejo and other aggrieved employees with complete and accurate wage statements showing the actual hours worked and premium wages earned per pay period. This conduct is in violation of Labor Code sections 226 and 1174 and is actionable under PAGA.

By failing to include all rest and meal break premium wages, and full compensation for all hours worked, on Mr. Bermejo and other aggrieved employees' pay stubs, Employers failed to keep accurate payroll records and failed to provide Mr. Bermejo and other aggrieved employees with complete and accurate wage statements with the accurate number of hours worked, accurate rate of pay for each hour worked, accurate number of premium wage earned, accurate reimbursements owed, and accurate net and gross wages earned. This conduct is in violation of Labor Code sections 226 and 1174 and is actionable under PAGA.

As a further result of Employers' failure to pay all wages owed as described herein, Employers also violated Labor Code sections 201, 202, and 203, due to its uniform policy, practice, and procedure of failing to pay all wages earned to former employees at the time their employment ended.

Furthermore, Employer failed to reimburse Mr. Bermejo and other aggrieved employees for necessary business expenses. Specifically, Employer required Mr. Bermejo and other aggrieved employees to shoulder the burden of the upkeep of their uniforms which contained logos. Furthermore, Mr. Bermejo and other aggrieved employees were regularly made to come in contact with various potentially contaminated bodily fluids as a result of their job duties. Defendant was required to reimburse Mr. Bermejo and other aggrieved employees for the upkeep of their Employer mandated uniforms as required under Labor Code 2802.

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Mr. Bermejo becomes aware of additional compensation owed or losses incurred by Mr. Bermejo or by any other aggrieved employee of the Employer, Mr. Bermejo expressly reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

Mr. Bermejo will bring his lawsuit on behalf of himself and all other aggrieved employees who were employed by Employer. Please advise Mahoney Law Group at the address below if the LWDA has any objection to my client including PAGA claims in his complaint. We look forward to your response, and please feel free to contact our office if you have any questions, comments or concerns.

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Sincerely,



Kevin Mahoney, Esq.
MAHONEY LAW GROUP, APC