

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Stephanie Bowick

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Attorneys for Plaintiff NOE FIERRO

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

NOE FIERRO, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

MERCURY AIR CARGO, LLC, a
California limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: **22STCV15099**

REPRESENTATIVE ACTION COMPLAINT:

**(1) CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL ACT
(LABOR CODE § 2698 *et seq.*)**

UNLIMITED CIVIL CASE

1 Plaintiff Noe Fierro ("Plaintiff"), on behalf of himself and all aggrieved employees, hereby
2 brings this Representative Action Complaint ("Complaint") against Mercury Air Cargo, LLC, a
3 California limited liability company, and DOES 1 to 100, inclusive (collectively "Defendants"),
4 and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of himself and all others similarly situated, hereby brings this
7 Complaint for recovery of unpaid wages and penalties under California Labor Code Private
8 Attorneys General Act of 2004 ("PAGA"), Cal. Labor Code § 2698 *et seq.* This Complaint is
9 brought pursuant to California Code of Civil Procedure § 382. This Court has jurisdiction over
10 Defendants' violations of the California Labor Code because the amount in controversy exceeds
11 this Court's jurisdictional minimum.

12 **VENUE**

13 2. Venue is proper in this judicial district pursuant to Cal. Code of Civ. Proc. §§
14 395(a) and 395.5, as at least some of the acts and omissions complained of herein occurred in the
15 County of Los Angeles. Defendants own, maintain offices, transact business, have agent(s) within
16 the County of Los Angeles, and/or otherwise are found within the County of Los Angeles, and
17 Defendants are within the jurisdiction of this Court for purposes of service of process.

18 **PARTIES**

19 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
20 Plaintiff was a California resident. During the one year immediately preceding Plaintiff giving
21 the required notice under the PAGA, and within the statute of limitations periods applicable to
22 each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt
23 employee.

24 4. Plaintiff is informed and believes, and based thereon alleges, during the one-year
25 preceding Plaintiff giving the required notice under the PAGA, Defendants did (and continue to
26 do) business as a freight forwarding service. Defendants employed Plaintiff and other, similarly-
27 situated non-exempt employees within Los Angeles County and the state of California and,
28 therefore, were (and are) doing business in Los Angeles County and the State of California.

1 5. Plaintiff does not know the true names or capacities, whether individual, partner,
2 or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said
3 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
4 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed,
5 and believes, and based thereon alleges, that each of said fictitious defendants, whether individual,
6 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,
7 and proximately caused Plaintiff and other aggrieved employees to be subject to the unlawful
8 employment practices, wrongs, injuries and damages complained of herein.

9 6. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
10 herein, Defendants were and are the employers of Plaintiff and other aggrieved employees.

11 7. At all times herein mentioned, each of said Defendants participated in the doing
12 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
13 Defendants, and each of them, were the agents, servants, and employees of each and every one of
14 the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned
15 were acting within the course and scope of said agency and employment. Defendants, and each
16 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or
17 omissions complained of herein.

18 8. At all times mentioned herein, Defendants, and each of them, were members of
19 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
20 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
21 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and other
22 aggrieved employees.

23 **GENERAL FACTUAL ALLEGATIONS**

24 9. Plaintiff, a current non-exempt employee, has been employed by Defendants since
25 approximately November 15, 2017. During his employment with Defendants, Plaintiff has held
26 various positions, including as a warehouse agent and in shipping/receiving at Defendants'
27 location at LAX airport.

28 10. During his employment with Defendants, Plaintiff was generally scheduled to

1 work from 7:00 a.m. to 3:30 p.m. Monday through Friday. However, Plaintiff would often work
2 more than eight (8) hours per day and/or forty (40) hours per week.

3 11. In connection with the COVID-19 pandemic, since approximately July 2020 and
4 during the most recent portion of Plaintiff's employment with Defendants, Defendants required
5 Plaintiff and other aggrieved employees to be subjected to temperature checks and a six-question
6 questionnaire before they were allowed to clock in and commence work. Despite being under
7 Defendants' direction and control and being required to undergo the temperature checks and
8 questions for the benefit of Defendants, Defendants failed to compensate Plaintiff or the other
9 aggrieved employees for this compensable time. As a result, Defendants failed to pay Plaintiff
10 all required minimum and overtime wages.

11 12. Throughout Plaintiff's employment with Defendants, Plaintiff was not provided
12 all legally required meal periods due to Defendants' meal period policies and practices, which
13 fail to provide 30-minute duty free first meal periods before the end of the fifth hour of work and
14 fail to provide second duty-free 30-minute meal periods for shifts of over 10.0 hour in violation
15 of California. Specifically, as a result of the work demands imposed by Defendants, Defendants
16 often provided meal periods that were either late or short or failed to provide a required meal
17 period altogether. Further, when Defendants failed to provide a meal period, Defendants had a
18 policy and practice of requiring Plaintiff to sign a post-hoc meal period waiver on the day
19 following the missed meal period. As such, Plaintiff did not validly waive the missed meal period
20 and was owed a meal period premium in lieu thereof.

21 13. Although Plaintiff was not provided with all legally-compliant meal periods to
22 which he was entitled, Defendants failed to compensate Plaintiff with the required meal period
23 premium for each workday in which he experienced a meal period violation as mandated by Labor
24 Code § 226.7.

25 14. Plaintiff was also not authorized and permitted to take all legally required and
26 compliant rest periods due to Defendants' rest period policies and practices. Specifically, as a
27 result of the work demands imposed by Defendants, Defendants did not authorize and permit one
28 rest period for every four hours worked, or *major fraction thereof*.

1 15. On those occasions when Plaintiff was not authorized and permitted to take all
2 legally-compliant rest periods to which he was entitled, Defendants failed to compensate Plaintiff
3 with the required rest period premium for each workday in which he experienced a rest period
4 violation as mandated by Labor Code § 226.7.

5 16. During Plaintiff's employment with Defendants, Plaintiff was required to use his
6 personal cellular phone to discharge his duties. Specifically, Plaintiff was required to use his
7 personal cellular phone for a variety of required work activities, including, but not limited to
8 communicating with his supervisor. Defendants knew or should have known that Plaintiff was
9 necessarily incurring expenses due to the use of his personal cellular phone in the direct discharge
10 of his duties. Yet, despite the necessity of Plaintiff using his personal cellular phone for work
11 activities and Defendants knowing or should have knowing about same, Plaintiff was never
12 reimbursed for a reasonable portion of his cellular phone expenses by Defendants, as mandated
13 by *Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th 1137.

14 17. As a result of Defendants' failure to pay all minimum wages, overtime wages, as
15 well as meal period premium wages and rest period premium wages, Defendants maintained
16 inaccurate payroll records and issued inaccurate wage statements to Plaintiff.

17 **FIRST CAUSE OF ACTION**

18 **LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004**

19 **(AGAINST ALL DEFENDANTS)**

20 18. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

21 19. Defendants have committed several Labor Code violations against Plaintiff and
22 other Aggrieved Employees. Plaintiff, an "Aggrieved Employee" within the meaning of Labor
23 Code § 2698 et seq., acting on behalf of himself and other Aggrieved Employees, brings this
24 representative action against Defendants to recover the civil penalties due to Plaintiff, the other
25 aggrieved employees, and the State of California according to proof pursuant to Labor Code §
26 2699 (a) and (f) including, but not limited to: (1) \$250.00 for each initial violation and \$1,000.00
27 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or
28 (2) \$100.00 for each initial violation and \$200.00 for each subsequent violation per employee per

1 pay period for those violations of the Labor Code for which no civil penalty is specifically
2 provided, based on the following Labor Code violations:

- 3 a) Defendants violated Labor Code §§ 1194, 1194.2, and 1197 by failing to pay
4 Plaintiff and other aggrieved employees the statutory minimum wage for all
5 hours worked;
- 6 b) Defendants violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to
7 pay Plaintiff and other aggrieved employees all overtime compensation earned;
- 8 c) Defendants violated Labor Code §§ 226.7, 512, and 558 by failing to provide all
9 legally required meal periods and failing to pay meal period premiums to
10 Plaintiff and other aggrieved employees;
- 11 d) Defendants violated Labor Code §§ 226.7, 516, and 558 by failing to provide all
12 legally required rest periods and failing to pay rest period premiums to Plaintiff
13 and other aggrieved employees;
- 14 e) Defendants violated Labor Code § 2802 by failing to reimburse Plaintiff and
15 other aggrieved employees for necessary work expenditures;
- 16 f) Defendants violated Labor Code § 226 by failing to furnish Plaintiff and other
17 aggrieved employees with accurate and compliant itemized wage statements;
- 18 g) Defendants violated Labor Code § 204 by failing to pay Plaintiff and other
19 aggrieved employees all earned wages at least twice during each calendar month;
20 and
- 21 h) Defendants violated Labor Code § 1174 by failing to maintain accurate records
22 on behalf of Plaintiff and other aggrieved employees.

23 20. On March 1, 2022, Plaintiff notified Defendants via certified mail, and the
24 California Labor and Workforce Development Agency (“LWDA”) via e-mail, of Defendants’
25 violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties
26 under California Labor Code § 2698 et seq. with respect to violations of the California Labor
27 Code identified in Paragraph 19 (a)-(h). Attached hereto as **Exhibit 1** is a true and correct copy
28 of the March 1, 2022 correspondence. Now that sixty-five days have passed from Plaintiff

1 notifying Defendants of these violations, Plaintiff has exhausted his administrative requirements
2 for bringing a claim under the Labor Code Private Attorneys General Act with respect to these
3 violations.

4 21. Plaintiff was compelled to retain the services of counsel to file this court action to
5 protect his interests and the interests of other aggrieved employees, and to assess and collect the
6 civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and costs, which
7 she is entitled to recover under California Labor Code § 2699(g).

8 **PRAYER**

9 WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf
10 this suit is brought against Defendants, as follows:

11 1. Upon the First Cause of Action, for civil penalties due to Plaintiff, other aggrieved
12 employees, and the State of California according to proof pursuant to Labor Code §§ 558 and
13 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure
14 to pay each employee and \$200.00 for each subsequent violation or willful or intentional violation
15 pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount
16 unlawfully withheld; (2) \$250.00 for each initial violation and \$1,000.00 for each subsequent
17 violation pursuant to Labor Code § 226.3 per employee per pay period; (3) \$50.00 for each initial
18 violation and \$100.00 for each subsequent violation pursuant to Labor Code § 558 per employee
19 per pay period; and/or (4) \$100.00 for each initial violation and \$200.00 for each subsequent
20 violation per employee per pay period for those violations of the Labor Code for which no civil
21 penalty is specifically provided, based on the Labor Code violations cited in Paragraph 19 (a)-(h)
22 above.

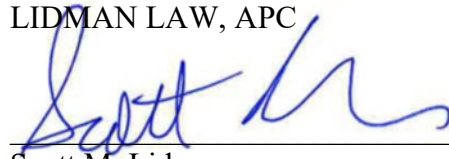
23 2. Upon the First Cause of Action, for attorneys' fees and costs as provided by Labor
24 Code § 2699(g) and Code of Civil Procedure § 1021.5; and

25 3. For such other and further relief the Court may deem just and proper.
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2 Dated: May 6, 2022
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Respectfully submitted,
LIDMAN LAW, APC

4 By:



5 Scott M. Lidman
6 Attorneys for Plaintiff
7 NOE FIERRO
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EXHIBIT 1

EXHIBIT 1

LIDMAN LAW

2155 CAMPUS DRIVE, SUITE 150, EL SEGUNDO, CA 90245

OFFICE: (424) 322-4772

FAX: (424) 322-4775

March 1, 2022

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

VIA U.S. CERTIFIED MAIL – RETURN RECEIPT REQUESTED

Mercury Air Cargo LLC, a California limited liability company
c/o C T Corporation System
330 N. Brand Blvd Suite 700
Glendale, CA 91203

VIA U.S. CERTIFIED MAIL – RETURN RECEIPT REQUESTED

Mercury Air Cargo LLC, a California limited liability company
2780 Skypark Drive, Suite 300
Torrance, CA 90505

Re: *Noe Fierro v. Mercury Air Cargo LLC, a California limited liability company*

To Whom It May Concern:

Please be advised that this law firm represents Noe Fierro in claims arising from his employment with Mercury Air Cargo LLC, a California limited liability company (“Defendant”). Mr. Fierro is an “aggrieved employee” as defined by Labor Code sections 2699, *et seq.* due to Defendant’s numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code section 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, if the LWDA decides not to investigate, Mr. Fierro intends to pursue a lawsuit on behalf of other “Aggrieved Employees”, which should be considered to include all of Defendant’s all current and former non-exempt employees in California who have worked for Defendant, at least in part, during the one year immediately preceding the date of this letter through the date of trial, the date judgment is entered, the date of settlement and/or other date approved by the Court.

Mr. Fierro, a current employee, has been employed by Defendant since approximately November 15, 2017. During his employment with Defendant, Mr. Fierro has held various positions, including as a warehouse agent and in shipping/receiving at Defendant’s location at LAX airport.

During his employment with Defendant, Mr. Fierro was generally scheduled to work from 7:00 a.m. to 3:30 p.m. Monday through Friday. However, Mr. Fierro would often work more than eight (8) hours per day and/or forty (40) hours per week.

In connection with the COVID-19 pandemic, since approximately July 2020 and during the most recent portion of Mr. Fierro's employment with Defendant, Defendant required Mr. Fierro and its other non-exempt employees to be subjected to temperature checks and a six-question questionnaire before they were allowed to clock in and commence work. Despite being under Defendant's direction and control and being required to undergo the temperature checks and questions for the benefit of Defendant, Defendant failed to compensate Mr. Fierro or the other employees for this compensable time. As a result, Defendant failed to pay Mr. Fierro and other Aggrieved Employees all required minimum and overtime wages.

Throughout Mr. Fierro's employment with Defendant, Mr. Fierro and other Aggrieved Employees were not provided all legally required meal periods due to Defendant's meal period policies and practices, which fail to provide 30-minute duty free first meal periods before the end of the fifth hour of work and fail to provide second duty-free 30-minute meal periods for shifts of over 10.0 hour in violation of California. Specifically, as a result of the work demands imposed by Defendant, Defendant often provided meal periods that were either late or short or failed to provide a required meal period altogether. Further, when Defendant failed to provide a meal period, Defendant had a policy and practice of requiring Mr. Fierro and other Aggrieved Employees to sign a post-hoc meal period waiver on the day following the missed meal period. As such, Mr. Fierro and other Aggrieved Employees did not validly waive the missed meal period and was owed a meal period premium in lieu thereof.

Although Mr. Fierro and other Aggrieved Employees were not provided with all legally-compliant meal periods to which they were entitled, Defendant failed to compensate Mr. Fierro and other Aggrieved Employees with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

Mr. Fierro and other Aggrieved Employees were also not authorized and permitted to take all legally required and compliant rest periods due to Defendant's rest period policies and practices. Specifically, as a result of the work demands imposed by Defendant, Defendant did not authorize and permit one rest period for every four hours worked, or *major fraction thereof*.

On those occasions when Mr. Fierro and other Aggrieved Employees were not authorized and permitted to take all legally-compliant rest periods to which they were entitled, Defendant failed to compensate Mr. Fierro and other Aggrieved Employees with the required rest period premium for each workday in which they experienced a rest period violation as mandated by Labor Code § 226.7.

During Mr. Fierro's employment with Defendant, Mr. Fierro and other Aggrieved Employees were required to use their personal cellular phones to discharge their duties. Specifically, Mr. Fierro and other Aggrieved Employees were required to use their personal cellular phone for a variety of required work activities, including, but not limited to communicating with their supervisors. Defendant knew or should have known that Mr. Fierro and other Aggrieved Employees were necessarily incurring expenses due to the use of their personal cellular phone in the direct discharge of their duties. Yet, despite the necessity of Mr. Fierro and other Aggrieved Employees using their personal cellular phones for work activities and Defendant knowing or should have knowing about same, they were never reimbursed for a reasonable portion of their cellular phone expenses by Defendant, as mandated by *Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th 1137.

As a result of Defendant's failure to pay all minimum wages, overtime wages, as well as meal period premium wages and rest period premium wages, Defendant maintained inaccurate payroll records and issued inaccurate wage statements to Mr. Fierro and other Aggrieved Employees.

As described above, Defendant committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 9 ("Wage Order 9"):

Overtime Violations

Defendant was required to pay Mr. Fierro and other aggrieved employees overtime wages for all hours worked in excess of eight hours per workday and/or forty hours per workweek. *See* Labor Code §§ 1194(a) and 1198; the Wage Order 9, § 3. According to Labor Code § 510(a), "Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee." This Section further provides, "Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated equal to one and one-half times their regular rate of pay for all overtime hours worked." As explained above, Mr. Fierro worked overtime hours but was not properly compensated due to Defendant's failure to compensate for the time spent being subjected to COVID-19 related temperature checks and 6-question questionnaire.

Minimum Wage Violations

Defendant was required to pay Mr. Fierro and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour actually worked. *See* Labor Code §§ 1194; 1194.2, 1197; The Wage Order 9, § 4. Mr. Fierro and other aggrieved employees were not paid for all hours worked due to Defendant's timekeeping and compensation practices. As alleged above, Defendant caused Mr. Fierro and other aggrieved employees to work hours in a workweek but did not properly compensate Mr. Fierro and other

aggrieved employees at least minimum wages for all such hours, due to Defendant's failure to compensate for the time spent being subjected to COVID-19 related temperature checks and 6-question questionnaire.

Meal Period Violations

As alleged above, Defendant failed to provide Mr. Fierro and other Aggrieved Employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 9, § 11. Specifically, due to the work demands imposed by Defendant, Mr. Fierro and other Aggrieved Employees were often unable to take a duty-free 30-minute meal period before the end of the fifth hour of work. As a result, their meal periods were often late, short, missed, or otherwise unlawful. In addition, they were not provided a second meal period when they worked shifts in excess 10.0 hours. As a result, Mr. Fierro and other Aggrieved Employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided."). Although Mr. Fierro and other Aggrieved Employees were not provided with all legally-compliant meal periods to which they were entitled, Defendant failed to compensate Mr. Fierro and other Aggrieved Employees with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

Rest Period Violations

Defendant also failed to authorize and permit Mr. Fierro and other Aggrieved Employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 9, § 12. As alleged above, Defendant's rest period policies/practices fail to authorize and permit all rest periods for every four hours worked, or *major fraction thereof*. Specifically, as a result of the work demands imposed by Defendant, Defendant did not authorize and permit one rest period for every four hours worked, or *major fraction thereof*. As a result, Mr. Fierro and other Aggrieved Employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest period is not provided.")

Failure to Reimburse Business Expenses

Defendant failed to reimburse Mr. Fierro and other aggrieved employees for necessary work expenses, including, but not limited to, expenses incurred for the reasonable portion of cellular phone expenses incurred in the direct discharge of the job

duties of such employees. Defendant's policy of not providing reimbursement for necessary work-related expenses is in violation of Wage Order 9, § 9, and Labor Code § 2802 ("An employer shall indemnify his or her employees 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.") Mr. Fierro and other aggrieved employees are therefore entitled to reimbursement of such unpaid work expenses with interest.

Wage Statement Violations

Defendant knowingly and intentionally, as a matter of uniform practice and policy, failed to furnish Mr. Fierro and other aggrieved employees with accurate and complete, itemized wage statements that included, among other requirements, all minimum and overtime wages earned, meal and rest period premiums, and total gross and net wages earned, in violation of Labor Code § 226 *et seq.* Defendant's failure to furnish Mr. Fierro and other aggrieved employees with complete and accurate, itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all minimum and overtime wages earned, and meal and rest period premium wages, and deprived them of the information necessary to identify discrepancies in Defendant's reported data.

As an "aggrieved employee," Mr. Fierro will initiate a civil action on behalf of himself and other Aggrieved Employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Mr. Fierro's own investigation, and on information and belief, Defendant committed the following Labor Code violations:

- a) Defendant violated Labor Code §§ 1194, 1194.2, and 1197 by failing to pay Mr. Fierro and other aggrieved employees the statutory minimum wage for all hours worked;
- b) Defendant violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Mr. Fierro and other aggrieved employees all overtime compensation earned;
- c) Defendant violated Labor Code §§ 226.7, 512, and 558 by failing to provide all legally required meal periods and failing to pay meal period premiums to Mr. Fierro and other aggrieved employees;
- d) Defendants violated Labor Code §§ 226.7, 516, and 558 by failing to provide all legally required rest periods and failing to pay rest period premiums to Mr. Fierro and other aggrieved employees;
- e) Defendant violated Labor Code § 2802 by failing to reimburse Mr. Fierro and other aggrieved employees for necessary work expenditures;

- f) Defendant violated Labor Code § 226 by failing to furnish Mr. Fierro and other aggrieved employees with accurate and compliant itemized wage statements;
- g) Defendant violated Labor Code § 204 by failing to pay Mr. Fierro and other aggrieved employees all earned wages at least twice during each calendar month; and
- h) Defendant violated Labor Code § 1174 by failing to maintain accurate records on behalf of Mr. Fierro and other aggrieved employees.

Pursuant to Labor Code section 2699.3(a)(2)(A), please notify us and Defendant if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,

LIDMAN LAW, APC



Scott M. Lidman