

FILED
Superior Court of California
County of Los Angeles

03/11/2026

David W. Slayton, Executive Officer / Clerk of Court

By: A. Williams Deputy

LIDMAN LAW, APC

Scott M. Lidman (SBN 199433)
slidman@lidmanlaw.com
Milan Moore (SBN 308095)
mmoore@lidmanlaw.com
Tiara Gose-Hardy (SBN 323823)
tgose@lidmanlaw.com
2155 Campus Drive, Suite 150
El Segundo, California 90245
Tel: (424) 322-4772
Fax: (424) 322-4775

Attorneys for Plaintiffs
MARLON PEREZ and BERENICE QUIROZ

HAINES LAW GROUP, APC

Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiffs
MARLON PEREZ and BERENICE QUIROZ

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

MARLON PEREZ, as an individual, and
BERENICE QUIROZ, as an individual,
and on behalf of all others similarly
situated,

Plaintiffs,

vs.

KUHNS ENTERPRISES, INC., doing
business as BRAND ENHANCE
PARKING & HOSPITALITY, a
California corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 25STCV06393

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION COMPLAINT:**

- (1) **FAILURE TO PAY ALL MINIMUM
WAGES OWED (LABOR CODE §§ 1194,
1194.2, 1197);**
- (2) **FAILURE TO PAY ALL OVERTIME
WAGES OWED (LABOR CODE §§ 204,
510, 558, 1194, 1198);**
- (3) **FAILURE TO PROVIDE MEAL PERIODS
(LABOR CODE §§ 226.7, 512, 558);**
- (4) **FAILURE TO AUTHORIZE AND PERMIT
REST PERIODS (LABOR CODE §§ 226.7,
516);**
- (5) **FAILURE TO PROVIDE ACCURATE,
ITEMIZED WAGE STATEMENTS
(LABOR CODE § 226 *et seq.*);**

- 1 (6) FAILURE TO PAY SICK PAY WAGES AT
2 THE CORRECT RATE OF PAY (LABOR
3 CODE § 246);
4 (7) FAILURE TO INDEMNIFY ALL
5 NECESSARY BUSINESS EXPENDITURES
6 (LABOR CODE § 2802);
7 (8) UNFAIR COMPETITION (BUS & PROF
8 CODE § 17200 *et seq.*); and
9 (9) CIVIL PENALTIES UNDER THE
10 PRIVATE ATTORNEYS GENERAL ACT
11 (LABOR CODE § 2698 *et seq.*)

12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE

1 Plaintiffs Marlon Perez (“Plaintiff Perez”) and Berenice Quiroz (“Plaintiff Quiroz”)
2 (collectively “Plaintiffs”), on behalf of themselves and all others similarly situated, hereby bring
3 this First Amended Class and Representative Action Complaint (“FAC”) against Kuhns
4 Enterprises, Inc., doing business as Brand Enhance Parking & Hospitality, a California
5 corporation, and DOES 1 to 100, inclusive (collectively “Defendants”), and on information and
6 belief alleges as follows:

7 **JURISDICTION**

8 1. Plaintiffs, on behalf of themselves and all others similarly situated, hereby bring
9 this FAC for recovery of unpaid wages and penalties under California Business and Professions
10 Code § 17200 *et. seq.*, Labor Code §§ 204, 218 *et seq.*, 226 *et seq.*, 226.7, 246, 510, 512, 516,
11 558, 1194, 1194.2, 1197, 1198, 2698 *et seq.*, 2802 and Industrial Welfare Commission Wage
12 Order 9 (the “Wage Order 9”), in addition to seeking declaratory relief and restitution. This
13 Complaint is brought pursuant to California Code of Civil Procedure § 382. This Court has
14 jurisdiction over Defendants’ violations of the California Labor Code because the amount in
15 controversy exceeds this Court’s jurisdictional minimum.

16 **VENUE**

17 2. Venue is proper in this judicial district pursuant to Cal. Code of Civ. Proc. §§
18 395(a) and 395.5, as at least some of the acts and omissions complained of herein occurred in the
19 County of Los Angeles. Defendants own, maintain offices, transact business, have agent(s) within
20 the County of Los Angeles, and/or otherwise are found within the County of Los Angeles, and
21 Defendants are within the jurisdiction of this Court for purposes of service of process.

22 **PARTIES**

23 3. Plaintiffs are individuals over the age of eighteen (18). At all relevant times
24 herein, Plaintiffs were California residents. During the four years immediately preceding the
25 filing of the FAC in this action and within the statute of limitations periods applicable to each
26 cause of action pled herein, Plaintiffs were employed by Defendants as non-exempt employees.
27 Plaintiffs were, and are, victims of Defendants’ policies and/or practices complained of herein,
28 lost money and/or property, and has been deprived of the rights guaranteed by Labor Code §§

204, 218.5, 218.6, 226 *et seq.*, 226.7, 246, 510, 512, 516, 558, 1194, 1194.2, 1197, 1198, 2698 *et seq.*, 2802; California Business and Professions Code § 17200 *et seq.* (“Unfair Competition Law” or “UCL”); and Wage Order 9, which sets employment standards for the Transportation Industry, which includes the industry in which Plaintiffs worked for Defendants.

4. Plaintiffs are informed and believe, and based thereon allege, that during the four years preceding the filing of the Complaint and continuing to the present, Defendants did (and continue to do) business as a hospitality parking management company. Defendants employed Plaintiffs and other, similarly-situated non-exempt employees within Los Angeles County and the state of California and, therefore, were (and are) doing business in Los Angeles County and the State of California.

5. Plaintiffs do not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiffs will seek leave from this Court to amend this FAC when such true names and capacities are discovered. Plaintiffs are informed, and believe, and based thereon allege, that each of said fictitious defendants, whether individual, partners, or corporate, were responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiffs and the Classes (as defined in Paragraph 22) to be subject to the unlawful employment practices, wrongs, injuries and damages complained of herein.

6. Plaintiffs are informed, and believe, and thereon allege, that at all times mentioned herein, Defendants were and are the employers of Plaintiffs and all members of the Classes.

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

8. At all times mentioned herein, Defendants, and each of them, were members of

1 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
2 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
3 Plaintiffs allege that all Defendants were joint employers for all purposes of Plaintiffs and all
4 members of the Classes.

5 **GENERAL FACTUAL ALLEGATIONS**

6 9. Plaintiff Perez, a current non-exempt employee, has been employed by Defendants
7 since approximately 2021. Plaintiff Perez holds the position of Valet, and his duties include,
8 without limitation, greeting drivers, parking cars, monitoring security cameras, and retrieving
9 cars.

10 10. Plaintiff Quiroz, a former employee, was employed by Defendants from
11 approximately May 2024 to approximately July 2025. During her employment with Defendants,
12 Plaintiff Quiroz was a non-exempt employee and paid on an hourly basis.

13 11. Plaintiffs were generally scheduled to work four to seven days a week. Plaintiff
14 Perez regularly worked Sunday from 5:00 p.m. to 1:30 a.m., Monday from 10:00 p.m. to 6:00
15 a.m. and Tuesday from 5:00 p.m. to 1:30 a.m., while his scheduled work hours for the remaining
16 days varied from day to day. When Plaintiff worked 10:00 p.m. to 6:00 a.m. (“Graveyard Shift”),
17 he was the only staff member on location and was paid at an increased hourly rate.

18 12. Defendants required Plaintiffs to clock in and out using an iPad by logging into an
19 application-based timekeeping system to keep track and record his time worked. Plaintiffs often
20 worked 8-8.5 hour shifts and at times, over 10.0 hour shifts.

21 13. During their employment with Defendants, Defendants engaged in policies and/or
22 practices that required Plaintiffs to work off-the-clock, resulting in Plaintiffs not being
23 compensated for all hours actually worked. Specifically, Plaintiffs were required to perform work
24 duties during their meal breaks while they were clocked out. As such, Plaintiffs and other non-
25 exempt employees were not compensated for all hours worked and thus were not paid all
26 minimum and overtime wages.

27 14. During their employment with Defendants, Plaintiffs often worked in excess of
28 eight hours per workday and/or forty hours per workweek but did not receive proper overtime

1 compensation equal to one and one-half times his regular rate of pay for all overtime hours
2 worked. Specifically, Defendants paid Plaintiff Perez an increased hourly rate of pay for the
3 Graveyard Shift. This increased hourly rate was not properly excludable as a matter of law when
4 calculating Plaintiff's regular rate of pay. Despite Defendants' payment of the increased hourly
5 rate for Graveyard Shifts, Defendants failed to include the increased hourly rate when calculating
6 his regular rate of pay for purposes of overtime, thereby causing Plaintiff Perez to be underpaid
7 for all his required overtime wages. In addition, despite Defendants' payment of increased hourly
8 pay for Graveyard Shifts, Defendants' policies and/or procedures failed to include all forms of
9 increased hourly pay when calculating the regular rate of pay for purposes of paying sick pay in
10 a manner that fully complies with Labor Code § 246(l). Defendants failed to pay sick days at the
11 regular rate of pay and unlawfully paid sick days at the straight time or base rate of pay.

12 15. Throughout Plaintiff's employment with Defendants, Plaintiffs were not provided
13 all legally required meal periods due to Defendants' meal period policies and practices, which
14 fail to provide 30-minute duty free first meal periods before the end of the fifth hour of work in
15 violation of California law. Very often, Plaintiffs were not permitted by Defendants to leave their
16 work area during their meal periods, especially when Plaintiff Perez worked the Graveyard Shift,
17 and thus remained under the control of Defendants. Plaintiffs are required to carry a walkie talkie
18 and/or their personal cell phone during their meal periods and was often interrupted during their
19 meal periods to perform work duties. Additionally, Defendants had a policy/practice of requiring
20 Plaintiffs and their other non-exempt employees to be at their work areas ready to recommence
21 work within 30 minutes of taking their lunch, despite the resting facility being approximately
22 three (3) minutes from the work area, cutting non-exempt employees' meal periods short. As a
23 result of the work demands imposed by Defendants and Plaintiffs regularly being the only
24 employee at the location, Defendants often provided meal periods that were either interrupted,
25 late, short, or failed to provide a required meal period altogether.

26 16. Further, Defendants' meal period policies and practices fail to provide Plaintiffs
27 and the other non-exempt employees a second meal period for shifts over 10.0 hours. As a result,
28 when Plaintiffs worked in excess of 10.0 hours, they were not provided with a second 30-minute

meal period in violation of California law.

17. Although Plaintiffs were not provided with all legally-compliant meal periods to which they were entitled, Defendants failed to compensate Plaintiffs with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

18. Plaintiffs were also not authorized and permitted to take all legally required and compliant rest periods due to Defendants' rest period policies and practices. Specifically, due to Defendants' policies/practices of requiring Plaintiffs to be available to perform work duties during their rest periods, Plaintiffs not being able to leave the work facility, and requiring Plaintiffs to return to his work area within 10 minutes despite the resting facility being minutes away from their work area, Defendants did not authorize and permit one rest period for every four hours worked, or *major fraction thereof*.

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

20. Defendants also failed to reimburse Plaintiffs and other non-exempt employees for necessary business expenses incurred during the relevant time period. Specifically, Defendants required Plaintiffs to use their personal cellular phone for business purposes. Accordingly, despite Plaintiffs and the other non-exempt employees being required to use their personal cellular phones, Defendants did not reimburse Plaintiffs or other non-exempt employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of their duties, or of their obedience to the directions of the employer in violation of California law.

21. As a result of Defendants' failure to pay all minimum wages, overtime wages, as well as meal period premium wages and rest period premium wages, Defendants maintained inaccurate payroll records and issued inaccurate wage statements to Plaintiffs. Furthermore, Defendants issued non-compliant wage statements to Plaintiffs and other non-exempt employees by failing to include all information required by California law, including, but not limited to, the

name of the legal entity that is the employer.

CLASS ACTION ALLEGATIONS

22. **Class Definitions:** Plaintiffs bring this action on behalf of themselves and the following Classes pursuant to § 382 of the Code of Civil Procedure:

- a. The Minimum Wage Class: consists of all of Defendants' current and former non-exempt employees in California who were subject to Defendants' timekeeping policies/practices, during the four years preceding the filing of the lawsuit through the present.
- b. The Overtime Class: consists of all of Defendants' current and former non-exempt employees in California who worked more than eight hours per day and/or forty hours per week and subject to Defendants' timekeeping policies/practices, during the four years immediately preceding the filing of this lawsuit through the present date.
- c. The Meal Period Class consists of all of Defendants' current and former non-exempt employees who worked at least one shift in excess of 5.0 hours, during the four years immediately preceding the filing of the lawsuit through the present.
- d. The Rest Period Class consists of all of Defendants' current and former non-exempt employees in California who worked at least one shift in excess of 3.5 hours during the four years immediately preceding the filing of the lawsuit through the present.
- e. The Wage Statement Class consists of all members of the: (i) Minimum Wage Class; (ii) Overtime Class; (iii) Meal Period Class; and/or (iv) Rest Period Class during the one year immediately preceding the filing of the Complaint through the present.
- f. The Sick Pay Class consists of all of Defendants' current and former non-exempt employees in California who were subject to Defendants' timekeeping policies/practices, during the four years preceding the filing of the lawsuit through the present, and who were paid sick pay at less than their regular rate of pay.

g. The Reimbursement Class consists of all of Defendants' current and former non-exempt employees who worked in California and used their personal cellular phone in connection with the discharge of their work duties, during the four years immediately preceding the filing of the lawsuit through the present;

h. The UCL Class consists of members of (i) Minimum Wage Class; (ii) Overtime Class; (iii) Meal Period Class, (iv) Rest Period; (v) Sick Pay Class; and/or (vi) Reimbursement Class during the four years immediately preceding the filing of the lawsuit through the present.

23. Plaintiffs reserve the right under Rule 3.765(b) of the California Rules of Court, to amend or modify the description of the various classes with greater specificity or further division into subclasses or limitation to particular issues.

24. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the Classes is unknown to Plaintiffs at this time; however, it is estimated that the members of the Classes number greater than three hundred (300) individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

25. **Common Questions of Law and Fact Predominate/Well Defined Community of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated employees, which predominate over questions affecting only individual members. Those common questions include, without limitation:

i. Whether Defendants properly paid all minimum wages and/or overtime wages at the regular rate to members of the Minimum Wage Class and Overtime Class pursuant to Labor Code §§ 201, 202, 204, 510, 558, 1194, 1194.2, 1197, 1197.1, and 1198;

ii. Whether Defendants provided all legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;

iii. Whether Defendants authorized and permitted all legally compliant rest periods to members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;

- 1 iv. Whether Defendants furnished legally compliant wage statements to members of
2 the Wage Statement Class pursuant to Labor Code § 226;
- 3 v. Whether Defendants failed to pay Plaintiffs and other non-exempt employees’
4 their sick pay at their regular rate of pay pursuant to Labor Code § 246(l);
- 5 vi. Whether Defendants properly reimbursed the members of the Reimbursement
6 Class for all necessary business expenses incurred; and
- 7 vii. Whether Defendants engaged in unlawful, unfair, illegal, and/or deceptive
8 business practices by and through the wage and hour policies and practices
9 described above, and whether as a result Defendants owe the classes restitution.

10 26. **Predominance of Common Questions:** Common questions of law and fact
11 predominate over questions that affect only individual members of the Classes. The common
12 questions of law set forth above are numerous and substantial and stem from Defendants’ policies
13 and/or practices applicable to each individual class member, such as Defendants’ minimum wage
14 payment, overtime wage payment, meal and rest period policies/practices, sick pay payment, and
15 policies/practices of reimbursing employees for necessary business expenditures. As such, the
16 common questions predominate over individual questions concerning each individual class
17 member’s showing as to their eligibility for recovery or as to the amount of their damages.

18 27. **Typicality:** The claims of Plaintiffs are typical of the claims of the Classes because
19 Plaintiffs were employed by Defendants as a non-exempt employee in California during the
20 statute(s) of limitations period applicable to each cause of action pled in the lawsuit. As alleged
21 herein, Plaintiffs, like the members of the Classes, were not provided all legally required
22 minimum and overtime wages, were not provided with all required meal periods, were not
23 authorized and permitted to take all required rest periods, did not receive meal and rest period
24 premium wages when they were not provided compliant meal periods or not authorized or
25 permitted to take compliant rest periods, were not paid sick pay at the regular rate of pay, were
26 not reimbursed for necessary business expenditures, and were not provided accurate, itemized
27 wage statements.

28 28. **Adequacy of Representation:** Plaintiffs are fully prepared to take all necessary

steps to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiffs' attorneys are ready, willing and able to fully and adequately represent the members of the Classes and Plaintiff. Plaintiffs' attorneys have prosecuted and defended numerous wage-and-hour class actions in state and federal courts in the past and are committed to vigorously prosecuting this action on behalf of the members of the Classes.

29. **Superiority:** The California Labor Code is broadly remedial in nature and serves an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from exploitation by employers who have the responsibility to follow the laws and who may seek to take advantage of superior economic and bargaining power in setting onerous terms and conditions of employment. The nature of this action and the format of laws available to Plaintiffs and members of the Classes make the class action format a particularly efficient and appropriate procedure to redress the violations alleged herein. If each employee were required to file an individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly superior financial and legal resources. Moreover, requiring each member of the Classes to pursue an individual remedy would also discourage the assertion of lawful claims by employees who would be disinclined to file an action against their former and/or current employer for real and justifiable fear of retaliation and permanent damages to their careers at subsequent employment. Further, the prosecution of separate actions by the individual class members, even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications with respect to the individual class members against Defendants herein; and which would establish potentially incompatible standards of conduct for Defendants; and/or legal determinations with respect to individual class members which would, as a practical matter, be dispositive of the interest of the other class members not parties to adjudications or which would substantially impair or impede the ability of the class members to protect their interests. Further, the claims of the individual members of the Classes are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attending thereto.

As such, the Classes identified in Paragraph 22 are maintainable as a Class under § 382 of the Code of Civil Procedure.

FIRST CAUSE OF ACTION

FAILURE TO PAY ALL MINIMUM WAGES OWED

(AGAINST ALL DEFENDANTS)

30. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

31. This cause of action is brought pursuant to Labor Code §§ 204, 558, 1194, 1197 and 1198 which provide that all non-exempt employees are entitled to all minimum wages for all hours worked, and provide a private right of action for the failure to pay all minimum wage compensation for all work performed.

32. At all times relevant herein, Defendants were required to properly compensate Plaintiffs and the members of the Minimum Wage Class for all hours worked pursuant to California Labor Code §§ 1194, 1197 and 1198, and the Wage Order 9. The Wage Order 9, Section 4 requires an employer to pay to every employee on the established payday for the period involved not less than the applicable minimum wage for all hours worked in the payroll period. Defendants caused Plaintiffs and the members of the Minimum Wage Class to work hours in a workweek but did not properly compensate Plaintiffs and the members of the Minimum Wage Class at least minimum wages for such hours.

33. At all times relevant herein, Defendants lacked good faith and had no reasonable grounds for believing that their practices in failing to pay all minimum wages owed at the applicable rate was not a violation of any provision of the Labor Code relating to minimum wage, or an order of the Industrial Welfare Commission. Defendants, therefore, in addition to owing minimum wages to Plaintiffs and the members of the Minimum Wage Class, also owe liquidated damages in an amount equal to the wages unlawfully unpaid, and interest thereon, pursuant to Labor Code § 1194.2.

34. The foregoing practices and policies are unlawful and create entitlement to recovery by Plaintiffs and the members of the Minimum Wage Class in a civil action for the unpaid amount of minimum wages owing, including interest thereon, as well as statutory

penalties, liquidated damages, civil penalties, and attorneys' fees and costs of suit, pursuant to Labor Code §§ 204, 218.5, 218.6, 558, 1194, 1194.2, 1197, 1197.1 and 1198, the Wage Order 9, California Code of Civil Procedure § 1021.5 California Code of Civil Procedure § 1021.5, and Civil Code §§ 3287(b) and 3289.

SECOND CAUSE OF ACTION

FAILURE TO PAY ALL OVERTIME WAGES OWED

(AGAINST ALL DEFENDANTS)

35. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

36. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194 and 1198 which provide that all non-exempt employees are entitled to all overtime wages for all overtime worked (hours in excess of 8 in one day and/or 40 in one week), and provide a private right of action for the failure to pay all overtime compensation for overtime work performed.

37. At all times relevant herein, Defendants were required to properly compensate Plaintiffs and the members of the Overtime Class for all overtime hours worked pursuant to California Labor Code §§ 510 and 1194, and the Wage Order 9. Labor Code § 510 and the Wage Order 9, Section 3 require an employer to pay an employee "one and one-half (1½) times the regular rate of pay" for work in excess of 8 hours per workday and/or in excess of 40 hours per workweek. Labor Code § 510 and the Wage Order 9, Section 3 also require an employer to pay an employee double the employee's regular rate for work in excess of 12 hours each workday and/or in excess of 8 hours on the seventh consecutive day of work in the workweek. Defendants caused Plaintiffs and the members of the Overtime Class to work in excess of 8 hours in a workday and/or 40 hours in a workweek but did not properly compensate Plaintiff and the members of the Overtime Class at one and one-half their regular rate of pay for such hours.

38. The foregoing practices and policies are unlawful and create entitlement to recovery by Plaintiffs and the members of the Overtime Class in a civil action for the unpaid amount of overtime premium owing, including interest thereon, as well as statutory penalties, civil penalties, and attorneys' fees and costs of suit, pursuant to Labor Code §§ 204, 210, 216, 218.5, 218.6, 510, 558, 1194 and 1198, the Wage Order 9, California Code of Civil Procedure §

1021.5 California Code of Civil Procedure § 1021.5, and Civil Code §§ 3287(b) and 3289.

THIRD CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

(AGAINST ALL DEFENDANTS)

39. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

40. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed in their affirmative obligation to provide all of their non-exempt employees in California, including Plaintiffs and members of the Meal Period Class, with all legally compliant meal periods in accordance with the mandates of the California Labor Code and the Wage Order 9, § 11. Despite Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiffs and members of the Meal Period Class at their respective regular rates of pay, in accordance with California Labor Code §§ 204, 210, 226.7, and 512.

41. As a result, Defendants are responsible for paying premium compensation for meal period violations pursuant to Labor Code §§ 226.7, 512, and 558, and the Wage Order 9, including interest thereon, statutory penalties, civil penalties, and costs of suit.

FOURTH CAUSE OF ACTION

FAILURE TO AUTHORIZE AND PERMIT REST PERIODS

(AGAINST ALL DEFENDANTS)

42. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

43. The Wage Order 9, § 12 and California Labor Code §§ 226.7, 516 and 558 establish the right of employees to be authorized and permitted to take a paid rest period of at least ten (10) minutes net rest time for each four (4) hour period worked, or *major fraction thereof*.

44. As alleged herein, Defendants failed to authorize and permit Plaintiffs and members of the Rest Period Class to take all required rest periods.

45. The foregoing violations create an entitlement to recovery by Plaintiffs and members of the Rest Period Class in a civil action for the unpaid amount of rest period premiums owing, including interest thereon, statutory penalties, civil penalties, and costs of suit according to California Labor Code §§ 226.7, 516, 558, and Civil Code §§ 3287(b) and 3289.

1 **FIFTH CAUSE OF ACTION**

2 **FAILURE TO PROVIDE ACCURATE, ITEMIZED WAGE STATEMENTS**

3 **(AGAINST ALL DEFENDANTS)**

4 46. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

5 47. Plaintiffs are informed and believe, and based thereon allege, that Defendants
6 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiffs
7 and members of the Wage Statement Class with complete and accurate wage statements with
8 respect to their prevailing rate of pay, hours worked at each rate of pay, total gross wages earned,
9 and total net wages earned in violation of Labor Code § 226 *et seq.*

10 48. Plaintiffs are informed and believe, and based thereon allege, that Defendants
11 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiffs
12 and the members of the Wage Statement Class with compliant wage statements by not showing
13 the name of the legal entity that is the employer in violation of Labor Code § 226 *et seq.*

14 49. Defendants' failures in furnishing Plaintiffs and members of the Wage Statement
15 Class with complete and accurate itemized wage statements resulted in actual injury, as said
16 failures led to, among other things, the non-payment of all earned overtime and/or minimum
17 wages as well as meal and rest period premium wages, and deprived them of the information
18 necessary to identify Defendants and the discrepancies in Defendants' reported data.

19 50. Defendants' failures create an entitlement to recovery by Plaintiffs and members
20 of the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor
21 Code § 226 *et seq.*, including statutory penalties, civil penalties, reasonable attorneys' fees, and
22 costs of suit according to California Labor Code § 226 *et seq.*

23 **SIXTH CAUSE OF ACTION**

24 **FAILURE TO PAY SICK PAY WAGES**

25 **(AGAINST ALL DEFENDANTS)**

26 51. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

27 52. Cal Lab. Code § 233 provides that an employer must permit an employee to use
28 accrued sick leave in accordance with Cal Lab. Code § 246.5 at the employee's then current rate

1 of entitlement. Cal Lab. Code § 246 provides that an employee is entitled to sick pay wages for
2 use of accrued sick leave pursuant to Cal Lab. Code § 246.5. Specifically, once accrued sick
3 leave is used as paid sick time, an employee has a vested right to sick pay wages, which an
4 employer must calculate and compensate based on one of two calculations: (i) “Paid sick time for
5 nonexempt employees shall be calculated in the same manner as the regular rate of pay for the
6 workweek in which the employee uses paid sick time, whether or not the employee actually works
7 overtime in that workweek,” or (ii) “Paid sick time for nonexempt employees shall be calculated
8 by dividing the employee’s total wages, not including overtime premium pay, by the employee’s
9 total hours worked in the full pay periods of the prior 90 days of employment.”.

10 53. As a matter of policy and practice, Plaintiffs, are informed and believe, and that
11 basis state, that Defendants pay sick pay wages to Plaintiffs and the other members of the Sick
12 Pay Class at the incorrect rate of pay. Plaintiffs and the other members of the Sick Pay Class
13 regularly use accrued sick leave in the workweeks in which they also earn additional hourly
14 remuneration. As a matter of policy and practice, Defendants pay sick pay wages to Plaintiff and
15 the other members of the Sick Pay Class at the base hourly pay, as opposed to the regular rate of
16 pay, which would consider all additional hourly remuneration in addition to base hourly wages,
17 or the rate resulting from dividing the employee’s total wages, not including overtime premium
18 pay, by the employee’s total hours worked in the full pay periods of the prior 90 days of
19 employment. As a result, Defendant underpaid sick pay wages to Plaintiffs and the other members
20 of the Sick Pay Class.

21 54. Cal. Lab. Code § 204 provides that wages generally are due and payable twice
22 during each calendar month and are to be paid no later than the payday for the next regular payroll
23 period. Consistent with Cal. Lab. Code § 204, Cal. Lab. Code § 246 specifically requires that,
24 upon use of accrued sick leave, vested sick pay wages are due and to be paid no later than the
25 payday for the next regular payroll period after accrued sick leave is used as paid sick time.
26 Similarly, Cal. Lab. Code § 201 provides that if an employer discharges an employee, wages
27 earned and unpaid at the time of discharge are due and payable immediately. Cal. Lab. Code §
28 202 provides that an employee is entitled to receive all unpaid wages no later than 72 hours after

1 an employee quits his or her employment, unless the employee has given 72-hour notice of his or
2 her intention to quit, in which case the employee is entitled to his or her wages at the time of
3 quitting. The Labor Code penalizes untimely payments. For example, Cal. Lab. Code § 203
4 provides that if an employer willfully fails to pay wages owed in accordance with Cal. Lab. Code
5 §§ 201-202, then the wages of the employee shall continue as a penalty from the due date, and at
6 the same rate until paid, but the wages shall not continue for more than thirty (30) days.

7 55. As alleged herein and as a matter of policy and practice, Defendant routinely
8 underpays sick pay wages and thus did not timely pay Plaintiffs and the other members of the
9 Sick Pay Class all owing and underpaid sick pay wages. As a result, Defendant violates Cal. Lab.
10 Code § 246, among other Labor Code provisions. Because Defendants willfully failed to timely
11 pay Plaintiffs and the other members of the Sick Pay Class all sick pay wages due, Defendant is
12 subject to applicable penalties.

13 **SEVENTH CAUSE OF ACTION**

14 **FAILURE TO INDEMNIFY ALL NECESSARY BUSINESS EXPENDITURES**
15 **(AGAINST ALL DEFENDANTS)**

16 56. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

17 57. This cause of action is brought pursuant to Labor Code § 2802, which requires an
18 employer to “indemnify his or her employees for all necessary expenditures or losses incurred by
19 the employee in direct consequence of the discharge of his or her duties, or of his or her obedience
20 to the directions of the employer.”

21 58. As alleged herein, and due to their unlawful reimbursement policies and/or
22 practices, Defendants failed to indemnify Plaintiffs and the members of the Reimbursement Class
23 all of their necessary business expenses, including, among other things, expenses related to their
24 use of their personal cellular phone.

25 59. As a proximate result of Defendants’ failure to indemnify Plaintiffs and the
26 members of the Reimbursement Class for their necessary business expenses incurred, Plaintiffs
27 and members of the Reimbursement Class are entitled to damages, attorneys’ fees and costs of
28 suit, and interest thereon, in sums to be shown according to proof at trial, pursuant to Labor Code

§ 2802.

EIGHTH CAUSE OF ACTION

UNFAIR COMPETITION

(AGAINST ALL DEFENDANTS)

60. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

61. Defendants have engaged and continue to engage in unfair and/or unlawful business practices in California in violation of California Business and Professions Code § 17200 *et seq.*, by failing to pay all minimum and/or overtimes wages owed, failing to provide all required meal periods, failing to authorize and permit all required rest periods, failing to pay meal and rest period premium wage payments, failing to pay sick pay at the regular rate of pay; and failing to reimburse all necessary business expenditures.

62. Defendants' utilization of these unfair and/or unlawful business practices continue to deprive Plaintiffs and members of the Classes of compensation to which they are legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over Defendants' competitors who have been and/or are currently employing workers and attempting to do so in honest compliance with applicable wage and hour laws.

63. Because Plaintiffs are victims of Defendants' unfair and/or unlawful conduct alleged herein, Plaintiffs for themselves and on behalf of the members of the Classes, seeks full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

64. The acts complained of herein occurred within the last four years immediately preceding the filing of the Complaint in this action.

65. Plaintiffs were compelled to retain the services of counsel to file this court action to protect his interests and those of the Classes, to obtain restitution and injunctive relief on behalf of Defendants' current non-exempt employees, and to enforce important rights affecting the public interest. Plaintiffs have thereby incurred the financial burden of attorneys' fees and costs, which they are entitled to recover under Code of Civil Procedure § 1021.5.

1 **NINTH CAUSE OF ACTION**

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

3 **(AGAINST ALL DEFENDANTS)**

4 66. Plaintiff Perez re-alleges and incorporates by reference all previous paragraphs.

5 67. Defendants have committed several Labor Code violations against Plaintiff Perez
6 and other Aggrieved Employees. Plaintiff Perez, an “Aggrieved Employee” within the meaning
7 of Labor Code § 2698 et seq., acting on behalf of himself and other Aggrieved Employees, brings
8 this representative action against Defendants to recover the civil penalties due to Plaintiff Perez,
9 the other aggrieved employees, and the State of California according to proof pursuant to Labor
10 Code § 2699 (a) and (f) including, but not limited to: (1) \$250.00 for each initial violation and
11 \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay
12 period; and/or (2) no less than \$25.00 and up to \$200.00 for each aggrieved employee per pay
13 period pursuant to Labor Code § 2699(f) for those violations of the Labor Code for which no civil
14 penalty is specifically provided, based on the following Labor Code violations:

- 15 a. Defendant violated Labor Code §§ 1194, 1194.2, and 1197 by failing to pay
16 Plaintiff Perez and other aggrieved employees the statutory minimum wage
17 for all hours worked;
- 18 b. Defendant violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing
19 to pay Plaintiff Perez and other aggrieved employees all overtime
20 compensation earned;
- 21 c. Defendant violated Labor Code §§ 226.7, 512, and 558 by failing to provide
22 all legally required meal periods and failing to pay meal period premiums
23 to Plaintiff Perez and other aggrieved employees;
- 24 d. Defendant violated Labor Code §§ 226.7, 516, and 558 by failing to provide
25 all legally required rest periods and failing to pay rest period premiums to
26 Plaintiff Perez and other aggrieved employees;
- 27
28

- e. Defendant violated Labor Code § 226 by failing to furnish Plaintiff Perez and other aggrieved employees with accurate and compliant itemized wage statements;
- f. Defendant violated labor Code § 246 by failing to pay Plaintiff Perez and other aggrieved employees sick pay at the regular rate of pay;
- g. Defendant violated Labor Code § 2802 by failing to reimburse Plaintiff Perez and other aggrieved employees for all necessary business expenditures incurred in the discharge of their duties;
- h. Defendant violated Labor Code § 204 by failing to pay Plaintiff Perez and other aggrieved employees all earned wages at least twice during each calendar month; and
- i. Defendant violated Labor Code § 1174 by failing to maintain accurate records on behalf of Plaintiff Perez and other aggrieved employees.

68. On March 6, 2025, Plaintiff Perez notified Defendants via certified mail, and the California Labor and Workforce Development Agency (“LWDA”) via e-mail, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to violations of the California Labor Code identified in Paragraph 66 (a)-(i). Attached hereto as **Exhibit 1** is a true and correct copy of the March 6, 2025 correspondence. Now that sixty-five days have passed from Plaintiff Perez notifying Defendants of these violations, Plaintiff Perez has exhausted his administrative requirements for bringing a claim under the Labor Code Private Attorneys General Act with respect to these violations.

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

1 **PRAYER**

2 WHEREFORE, Plaintiffs pray for judgment for themselves and for all others on whose
3 behalf this suit is brought against Defendants, as follows:

- 4 1. For an order certifying the proposed Classes;
- 5 2. For an order appointing Plaintiffs as representatives of the Classes;
- 6 3. For an order appointing Counsel for Plaintiffs as Counsel for the Classes;
- 7 4. Upon the First Cause of Action, for compensatory, consequential, general and
8 special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194 and 1198.
- 9 5. Upon the Second Cause of Action, for compensatory, consequential, general and
10 special damages according to proof pursuant to Labor Code §§ 204, 558, 1194, 1197, 1197.1 and
11 1198;
- 12 6. Upon the Third Cause of Action, for compensatory, consequential, general and
13 special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;
- 14 7. Upon the Fourth Cause of Action, for compensatory, consequential, general and
15 special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;
- 16 8. Upon the Fifth Cause of Action, for statutory wage statement penalties pursuant
17 to Labor Code § 226 *et seq.*;
- 18 9. Upon the Sixth Cause of Action, for penalties, compensatory, consequential,
19 general, and special damages according to proof pursuant to Labor Code § 246;
- 20 10. Upon the Seventh Cause of Action, for compensatory and special damages
21 according to proof pursuant to Labor Code § 2802;
- 22 11. Upon the Eighth Cause of Action, for restitution to Plaintiff and members of the
23 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
24 practices declared by this Court to be in violation of Business and Professions Code § 17200 *et*
25 *seq.*;
- 26 12. Upon the Ninth Cause of Action, for civil penalties due to Plaintiff Perez, other
27 aggrieved employees, and the State of California according to proof pursuant to Labor Code §§
28 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for

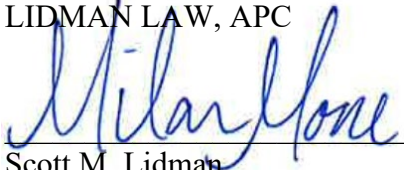
each failure to pay each employee and \$200.00 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (3) \$50.00 for each initial violation and \$100.00 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (4) no less than \$5,000.00 and up to \$25,000.00 for each violation pursuant to Labor Code § 226.8(b) and (c); and/or (5) no less than \$25.00 and up to \$200.00 for each aggrieved employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the Labor Code violations cited in Paragraph 66 (a)-(i) above;

13. Prejudgment interest on all due and unpaid wages pursuant to California Labor Code § 218.6 and Civil Code §§ 3287 and 3289;

14. On all causes of action, for attorneys' fees and costs as provided by Labor Code § 218.5 and Code of Civil Procedure § 1021.5 and all other applicable statutes; and

15. For such other and further relief the Court may deem just and proper.

Dated: March 11, 2025

Respectfully submitted,
LIDMAN LAW, APC
By: 

Scott M. Lidman
Milan Moore
Tiara Gose-Hardy
Attorneys for Plaintiffs
MARLON PEREZ and BERENICE QUIROZ

//

//

//

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

Dated: March 11, 2025

By:

Scott M. Lidman
Milan Moore
Tiara Gose-Hardy
Attorneys for Plaintiff
MARLON PEREZ

EXHIBIT 1

EXHIBIT 1

LIDMAN LAW

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

OFFICE: (424) 322-4772

FAX: (424) 322-4775

March 6, 2025

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

Kuhns Enterprises, Inc., doing business as Brand Enhance Parking & Hospitality, a
California corporation
Robert S. Kuhns
5753 E. Santa Ana Canyon Road, Suite G281
Anaheim, CA 92807

Re: *Marlon Perez v. Kuhns Enterprises, Inc., doing business as Brand Enhance
Parking & Hospitality, a California corporation*

To Whom It May Concern:

Please be advised that this law firm represents Marlon Perez in claims arising from his employment with Kuhns Enterprises, Inc., doing business as Brand Enhance Parking & Hospitality, a California corporation (“Defendant”). Mr. Perez 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, an “aggrieved employee” should be considered to include all current and former hourly, non-exempt employees in California who worked, 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. Perez, a current non-exempt employee, has been employed by Defendant since approximately the year 2021. During his employment with Defendant, Mr. Perez has held the position of Valet in which his duties include, without limitation, greeting drivers, parking cars, monitoring security cameras, and retrieving cars.

During his employment with Defendant, Mr. Perez is generally scheduled to work Sunday from 5:00 p.m. to 1:30 a.m., Monday from 10:00 p.m. to 6:00 a.m. and Tuesday from 5:00 p.m. to 1:30 a.m., while his scheduled work hours for the remaining days varied

from day to day. When Mr. Perez worked 10:00 p.m. to 6:00 a.m. ("Graveyard Shift"), he was the only staff member on location and was paid at an increased hourly rate. Defendant required Mr. Perez to clock in and out using an iPad by logging into an application-based timekeeping system to keep track and record his time worked. Mr. Perez often worked 8-8.5 hour shifts and at times, over 10.0 hour shifts.

During his employment with Defendant, Mr. Perez and other hourly, non-exempt employees were not paid for all time worked. Specifically, he and other hourly, non-exempt employees are required to perform work duties during meal periods and while clocked out. This practice by Defendant results in Defendant not actually tracking the time worked by Mr. Perez and other hourly, non-exempt employees, and also results in Defendant not paying them for all wages owed for the work they performed, including failing to pay them all required minimum and overtime wages.

Throughout Mr. Perez's employment with Defendant, Mr. Perez and other hourly, non-exempt employees often worked in excess of eight hours per workday and/or forty hours per workweek but did not receive proper overtime compensation equal to one and one-half times their regular rate of pay for all overtime hours worked. Specifically, Defendant paid Mr. Perez and other, hourly non-exempt employees an increased hourly rate of pay for the Graveyard Shift. This increased hourly rate was not properly excludable as a matter of law when calculating employees' regular rate of pay. Despite Defendant's payment of the increased hourly rate for Graveyard Shifts, Defendant failed to include the increased hourly rate when calculating Mr. Perez's and other hourly, non-exempt employees' regular rate of pay for purposes of overtime, thereby causing them to be underpaid for all their required overtime wages. In addition, despite Defendant's payment of increased hourly pay for Graveyard Shifts, Defendant's policies and/or procedures failed to include all forms of increased hourly pay when calculating the regular rate of pay for purposes of paying sick pay in a manner that fully complies with Labor Code § 246(l). Defendant failed to pay sick days at the regular rate of pay and unlawfully paid sick days at the straight time or base rate of pay.

During his employment with Defendant, Mr. Perez and other hourly, non-exempt 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 in violation of California law. Very often, Mr. Perez and other hourly, non-exempt employees were not permitted by Defendant to leave their work area during meal periods, especially when working the Graveyard Shift, and thus remained under the control of Defendant. Mr. Perez and other hourly, non-exempt employees are required to carry a walkie talkie and/or their personal cell phone during their meal periods and are often interrupted during their meal periods to perform work duties. Additionally, Defendant has a policy/practice of requiring Mr. Perez and their other non-exempt employees to be at their work areas ready to recommence work within 30 minutes of taking their lunch, despite the resting facility being approximately three (3) minutes from the work area, cutting non-exempt employees' meal periods short. As a result of the work demands imposed by Defendant and Mr. Perez and other hourly, non-exempt employees regularly being the only employee at the location, Defendant often provided meal periods

that were either interrupted, late, short, or failed to provide a required meal period altogether. Further, Defendant's meal period policies and practices fail to provide Mr. Perez and the other non-exempt employees a second meal period for shifts over 10.0 hours. As a result, when Mr. Perez and other hourly, non-exempt employees worked in excess of 10.0 hours, they were not provided with a second 30-minute meal period in violation of California law.

Although Mr. Perez and other hourly, non-exempt employees were not provided with all legally-compliant meal periods to which they were entitled, Defendant failed to compensate them 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. Perez and other hourly, non-exempt 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, due to Defendant's policies/practices of requiring Mr. Perez and other hourly, non-exempt employees to be available to perform work duties during their rest periods, not being able to leave the work facility, and requiring them to return to their work area within 10 minutes despite the resting facility being minutes away from their work area, Defendant did not authorize and permit one rest period for every four hours worked, or *major fraction thereof*.

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

Defendant also failed to reimburse Mr. Perez and other hourly, non-exempt employees for necessary business expenses incurred during the relevant time period. Specifically, Defendant required Mr. Perez and other hourly, non-exempt employees to use their personal cellular phone for business purposes. Accordingly, despite Mr. Perez and the other hourly, non-exempt employees being required to use their personal cellular phones, Defendant did not reimburse them for all necessary expenditures or losses incurred by the employees in direct consequence of the discharge of their duties, or of their obedience to the directions of the employer in violation of California law.

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. Perez and other hourly, non-exempt employees.

As a further result of Defendant's failure to pay all overtime and/or minimum wages owed, and failure to pay all meal and rest period premium wages, Defendant failed to provide pay Mr. Perez and other hourly, non-exempt employees all wages owed twice a month during their employment with Defendant.

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

Minimum Wage Violations

Defendant was required to pay Mr. Perez 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. Perez and other aggrieved employees were not paid for all hours worked due to Defendant’s policy and practice of requiring non-exempt employees to perform work duties while clocked out.

Overtime Violations

Defendant was required to pay Mr. Perez 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. Perez and other hourly, non-exempt employees worked overtime hours but were not properly compensated due to Defendant’s policy and practice of requiring non-exempt employees to perform work duties while clocked out and not using the regular rate of pay to calculate the overtime rate.

Sick Pay Violations

Defendant was required to calculate and pay sick time to Mr. Perez and other aggrieved employees in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time. According to Labor Code § 246, an employer shall calculate paid sick leave for nonexempt employees in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time. *See* Labor Code § 246(l). As explained above, Mr. Perez and other hourly, non-exempt employees received paid sick leave but were not properly compensated due to Defendant’s policy and practice of not using the nonexempt employees’ regular rate of pay to calculate pay for sick leave.

Meal Period Violations

As alleged above, Defendant failed to provide Mr. Perez 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. Perez 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 and were often interrupted. As a result, their meal periods were often late, short, interrupted, missed, or otherwise unlawful. As a result, Mr. Perez 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. Perez and other Aggrieved Employees were not provided with all legally-compliant meal periods to which they were entitled, Defendant failed to compensate Mr. Perez 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. Perez 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 all rest periods. As a result, Mr. Perez 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 Necessary Expenditures

As described above, Defendant required Mr. Perez and other hourly, non-exempt employees to use their personal cellular phone to discharge their duties. Accordingly, despite the non-exempt employees being required to use their personal cellular phone, Defendant did not reimburse Mr. Perez or other hourly, non-exempt employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of their duties, or of their obedience to the directions of the employer in violation of California law. Defendant’s policy of not providing reimbursement for necessary work-related expenses is in violation of Wage Order 9, and Labor Code §§ 2802 and 2804 (“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 obedience to the directions of the employer.”). Mr. Perez 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. Perez 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, in violation of Labor Code § 226 *et seq.* Furthermore, Defendant issued non-compliant wage statements to Mr. Perez and other aggrieved employees by failing to include all information required by California law, including, but not limited to, the name of the legal entity that is the employer. Defendant's failure to furnish Mr. Perez 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 Defendant and discrepancies in Defendant's reported data.

As an "aggrieved employee," Mr. Perez 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. Perez's own investigation, and on information and belief, Defendant committed the following Labor Code violations:

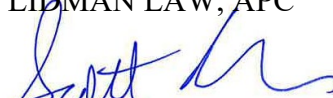
- a) Defendant violated Labor Code §§ 1194, 1194.2, and 1197 by failing to pay Mr. Perez and other aggrieved employees the statutory minimum wage for all hours worked;
- b) Defendant violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Mr. Perez and other aggrieved employees all overtime 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. Perez and other aggrieved employees;
- d) Defendant 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. Perez and other aggrieved employees;
- e) Defendant violated Labor Code § 226 by failing to furnish Mr. Perez and other aggrieved employees with accurate and compliant itemized wage statements;
- f) Defendant violated labor Code § 246 by failing to pay Mr. Perez and other aggrieved employees sick pay at the regular rate of pay;

- g) Defendant violated Labor Code § 2802 by failing to reimburse Mr. Perez and other aggrieved employees for all necessary business expenditures incurred in the discharge of their duties;
- h) Defendant violated Labor Code § 204 by failing to pay Mr. Perez and other aggrieved employees all earned wages at least twice during each calendar month; and
- i) Defendant violated Labor Code § 1174 by failing to maintain accurate records on behalf of Mr. Perez 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