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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

MARLON PEREZ, as an individual and on behalf of all other current and former Aggrieved Employees, Plaintiff, vs. KUHNS ENTERPRISES, INC., doing business as BRAND ENHANCE PARKING & HOSPITALITY, a California corporation; and DOES 1 through 100, inclusive, Defendants.	Case No.: 25STCV14001 **REPRESENTATIVE ACTION COMPLAINT:** **(1) CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698 et seq.)** **UNLIMITED CIVIL CASE**

Plaintiff Marlon Perez ("Plaintiff"), on behalf of himself and all other current and former Aggrieved Employees, hereby brings this Representative Action Complaint ("Complaint") against Kuhns Enterprises, Inc., doing business as Brand Enhance Parking & Hospitality, a California corporation, and DOES 1 to 100, inclusive (collectively "Defendants"), and on information and belief alleges as follows:

JURISDICTION

1. Plaintiff, on behalf of himself and all other current and former Aggrieved Employees, hereby brings this Complaint for recovery of civil penalties under California Labor Code Private Attorneys General Act of 2004 ("PAGA"), Cal. Labor Code § 2698 et seq. This Complaint is brought pursuant to California Code of Civil Procedure § 382. This Court has jurisdiction over Defendants' violations of the California Labor Code because the amount in controversy exceeds this Court's jurisdictional minimum.

VENUE

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

PARTIES

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

4. Plaintiff is informed and believes, and based thereon alleges, that during the one year preceding Plaintiff giving the required notice under the PAGA, Defendants did (and continue to do) business as a hospitality parking management company. Defendants employed Plaintiff 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. Plaintiff does 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 Plaintiff will seek leave from this Court to amend this Complaint when such true names and capacities are discovered. Plaintiff is informed, and believes, and based thereon alleges, 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 Plaintiff and other current and former Aggrieved Employees to be subject to the unlawful employment practices, wrongs, injuries and damages complained of herein.

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

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 and engaged in a joint venture, partnership, and common enterprise, and acting within the course and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all other aggrieved employees.

GENERAL FACTUAL ALLEGATIONS

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

10. Plaintiff was generally scheduled to work four to seven days a week. Plaintiff regularly worked 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 Plaintiff 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.

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

12. During his employment with Defendants, Defendants engaged in policies and/or practices that required Plaintiff to work off-the-clock, resulting in Plaintiff not being compensated for all hours actually worked. Specifically, Plaintiff was required to perform work duties during his meal breaks while he was clocked out. As such, Plaintiff and other non-exempt employees were not compensated for all hours worked and thus were not paid all minimum and overtime wages.

13. During his employment with Defendants, Plaintiff 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 his regular rate of pay for all overtime hours worked. Specifically, Defendants paid Plaintiff 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 Plaintiff's regular rate of pay. Despite Defendants' payment of the increased hourly rate for Graveyard Shifts, Defendants failed to include the increased hourly rate when calculating his regular rate of pay for purposes of overtime, thereby causing Plaintiff to be underpaid for all his required overtime wages. In addition, despite Defendants' payment of increased hourly pay for Graveyard Shifts, Defendants' 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). Defendants 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.

/ /

14. Throughout Plaintiff's employment with Defendants, Plaintiff was not provided all legally required meal periods due to Defendants' 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, Plaintiff was not permitted by Defendants to leave his work area during his meal periods, especially when working the Graveyard Shift, and thus remained under the control of Defendants. Plaintiff is required to carry a walkie talkie and/or his personal cell phone during his meal periods and was often interrupted during his meal periods to perform work duties. Additionally, Defendants had a policy/practice of requiring Plaintiff 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 Defendants and Plaintiff regularly being the only employee at the location, Defendants often provided meal periods that were either interrupted, late, short, or failed to provide a required meal period altogether.

15. Further, Defendants' meal period policies and practices fail to provide Plaintiff and the other non-exempt employees a second meal period for shifts over 10.0 hours. As a result, when Plaintiff worked in excess of 10.0 hours, he was not provided with a second 30-minute meal period in violation of California law.

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

17. Plaintiff was 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 Plaintiff to be available to perform work duties during his rest periods, Plaintiff not being able to leave the work facility, and requiring Plaintiff to return to his work area within 10 minutes despite the resting facility being minutes away from his work area, Defendants did not authorize and permit one rest period for every four hours worked, or

major fraction thereof.

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

19. Defendants also failed to reimburse Plaintiff and other non-exempt employees for necessary business expenses incurred during the relevant time period. Specifically, Defendants required Plaintiff to use his personal cellular phone for business purposes. Accordingly, despite Plaintiff and the other non-exempt employees being required to use their personal cellular phones, Defendants did not reimburse Plaintiff 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.

20. 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 Plaintiff. Furthermore, Defendants issued non-compliant wage statements to Plaintiff 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.

FIRST CAUSE OF ACTION

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004(AGAINST ALL DEFENDANTS)

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

22. Defendants have committed several Labor Code violations against Plaintiff and other Aggrieved Employees. Plaintiff, an "Aggrieved Employee" within the meaning of Labor Code § 2698 et seq., acting on behalf of himself and other Aggrieved Employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, the other aggrieved employees, and the State of California according to proof pursuant to Labor Code § 2699 (a) and (f) including, but not limited to: (1) $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; and/or (2) no less than $25.00 and up to $200.00 for each aggrieved employee per pay period pursuant to Labor Code § 2699(f) for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

a. Defendant violated Labor Code §§ 1194, 1194.2, and 1197 by failing to pay Plaintiff 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 Plaintiff 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 Plaintiff 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 Plaintiff and other aggrieved employees;

e. Defendant violated Labor Code § 226 by failing to furnish Plaintiff and other aggrieved employees with accurate and compliant itemized wage statements;

f. Defendant violated labor Code § 246 by failing to pay Plaintiff and other aggrieved employees sick pay at the regular rate of pay;

g. Defendant violated Labor Code § 2802 by failing to reimburse Plaintiff 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 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 and other aggrieved employees.

23. On March 6, 2025, Plaintiff 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 22 (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 notifying Defendants of these violations, Plaintiff has exhausted his administrative requirements for bringing a claim under the Labor Code Private Attorneys General Act with respect to these violations.

24. Plaintiff 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 has thereby incurred attorneys' fees and costs, which he is entitled to recover under California Labor Code § 2699(g).

PRAYER

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

1. Upon the First Cause of Action, for civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof pursuant to Labor Code §§ 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 22 (a)-(i) above;

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

3. Upon the first Cause of action, for attorneys' fees and costs as provided by Labor Code § 218.5 and Code of Civil Procedure § 1021.5; and

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

Dated: May 13, 2025

Respectfully submitted,
LIDMAN LAW, APC

By: Milan Moore

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.

<u>Rest Period Violations</u>

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.")

<u>Failure to Reimburse Necessary Expenditures</u>

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.

<u>Wage Statement Violations</u>

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