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December 21, 2015

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

LABOR AND WORKFORCE
DEVELOPMENT AGENCY
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

United Pacific Waste dba UPW Waste and
Recycling Services
c/o Shana Kandilian Miclea
(Agent for Service of Process)
10330 Pioneer Blvd., Suite 290
Santa Fe Springs, CA 90670

**Re: Kerry Soto, et al. v. United Pacific Waste dba UPW Waste and Recycling
Services**

Dear LWDA Representative:

Pursuant to Labor Code §2699.3, we write to inform you of our intent to file allegations against United Pacific Waste ("UPW" or "Defendant"), on behalf Kerry Soto ("Plaintiff") under Labor Code §2699.

This office represents Kerry Soto and all other similarly situated employees who worked as drivers for UPW in California, for, among other things, multiple violations of the California Labor Code, including but not limited to Labor Code §§ 510 & 1194 (by failing to pay all regular, overtime and minimum wages owed), Labor Code §§ 226.7 & 512 (by failing to provide mandated meal and rest periods), Labor Code §§201-203 (waiting time penalties), Labor Code §226 (by failing to provide itemized wage statements), and for violation of the Business & Professions Code §§ 17200 *et seq.*, which UPW committed against Plaintiff.

The facts and theories supporting these claims are as follow: During his employment with UPW, Plaintiff and other similarly situated employees were required to perform work for which UPW would not permit them to record on their time records and for which they were not paid overtime and/or minimum wage. UPW expected its truck driver employees to clock out at the end of day upon arrival back to the UPW yard. However, employees were required to spend at least 30 minutes after clocking out inspecting their trucks and filling out required paperwork.

Plaintiff and other similarly situated employees were frequently prevented by the employer from taking full, uninterrupted 30 minute meal breaks. However, the employer had a policy and practice whereby it would automatically deduct 30 minutes from Plaintiff's time record each work day whether or not Plaintiff actually took a meal break. There were also times

where Plaintiff worked in excess of 10 hours and UPW deducted 30 minutes for a second meal period even though one was not provided. Plaintiff was frequently unable to take full, uninterrupted 10 minute rest breaks in that he was required to continuously drive to various locations at the direction of the employer.

As a result of Defendant's violations of the above-referenced Labor Code sections, as well as other California laws, UPW owes Plaintiff and other employees similarly situated wages due including overtime and minimum wages for hours worked in excess of 8 hours in a work day and 40 hours in a work week, for time worked during meal breaks, and further owes an additional hour of pay for all missed mandated meal and rest periods. Further, because Plaintiff was not paid all wages due during his employment with Defendant, he is entitled to waiting time pay under Labor Code section 203.

As a further result of the above failures by UPW to pay all wages due to Plaintiff and other employees similarly situated and the automatic deduction for meal periods, itemized wage statements issued by UPW to Plaintiff failed to reflect all hours worked, rates of pay for all hours worked, and all wages due, in violation of Labor Code § 226(a).

Therefore, Defendant is liable for damages, applicable premiums and penalties, interest, attorney's fees and costs in accordance with California law.

Please notify me within 30 calendar days of the date this letter is postmarked whether or not you intend to investigate the above violations at your earliest convenience. We understand if we do not receive a response from you within thirty-three (33) calendar days of the postmark date of this notice that the LWDA intends to investigate these allegations, that the aggrieved employee may immediately thereafter amend the operative complaint against the employer and add an action under Labor Code §2699.

Very truly yours,

MAHONEY LAW GROUP



KATHERINE J. ODENBREIT, ESQ.