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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

RICHARD SORIANO, as an individual and on behalf of all other current and former Aggrieved Employees, Plaintiff, vs. CUSTOM CALIFORNIA CRAFT BEER, LLC doing business as GOLDEN ROAD BREWING, a California limited liability company; and DOES 1 through 100, inclusive, Defendants.	Case No.: 25STCV22760 **REPRESENTATIVE ACTION COMPLAINT:** **(1) CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698 *et seq.*)** **UNLIMITED CIVIL CASE**

Plaintiff Richard Soriano ("Plaintiff"), on behalf of himself and all other current and former Aggrieved Employees, hereby brings this Representative Action Complaint ("Complaint") against Custom California Craft Beer, LLC doing business as Golden Road Brewing, a California limited liability company; 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"). 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 and currently is, 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, and continuing to the present, Defendants did (and continue to do) business as manufacturers of beer. Defendants employed Plaintiff and other, similarly-situated non-exempt employees within, among other counties, 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 hourly, non-exempt 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 all other current and former 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 current and former Aggrieved Employees.

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GENERAL FACTUAL ALLEGATIONS

9. Plaintiff, a former non-exempt employee, was employed by Defendants from approximately August 2013 to about June 12, 2024. Plaintiff's job title was Warehouse Lead, and his duties included, but not limited to, loading and offloading product from trucks, making shipping and receiving labels, and coordinating daily tasks for his team of subordinates.

10. Plaintiff was generally scheduled to work Monday through Friday from 5:00 a.m. to 1:30 p.m. Occasionally, Plaintiff was scheduled to work on Saturday.

11. Defendants required Plaintiff to clock in and out by scanning his fingerprint and entering an employee code into a timeclock to keep track and record of his time worked.

12. Throughout Plaintiff's employment with Defendants, Defendants did not compensate Plaintiff and other non-exempt employees for all hours worked. Specifically, due to Defendants' work demands and unwillingness to approve necessary overtime, Plaintiff was required to work off-the-clock. Additionally, Plaintiff was required to put on personal protective equipment, including safety glasses and a safety vest, prior to clocking in for the day's shift. During Plaintiff's employment with Defendants, he often worked in excess of 8 hours per workday and/or 40 hours per work week, and therefore, had Plaintiff been properly paid for all of the time that he actually worked, he would have been paid additional minimum and/or overtime wages. These practices by Defendants resulted in Defendants paying Plaintiff less than he was owed for the work he performed, including failing to pay him all required minimum and overtime wages.

13. Additionally, Plaintiff received various forms of non-discretionary bonuses, compensation related to performance, and/or other forms of pay not properly excludable as a matter of law when calculating an employee's regular rate of pay (hereinafter the aforementioned forms of pay are collectively referred to as "Incentive Pay"). The various forms of Incentive Pay provided to Plaintiff and other non-exempt employees were pursuant to Defendants' uniform policies and practices. Despite Defendants' payment of Incentive Pay to Plaintiff, Defendants failed to include all forms of Incentive Pay when calculating Plaintiff's regular rate of pay, thereby causing Plaintiff to be underpaid for all of his required overtime wages. In addition, Defendants'

policies and/or procedures failed to include all forms of Incentive 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) in that 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 required meal periods due to Defendants' meal period policies and practices, which fail to provide 30-minute first meal periods before the end of the fifth hour of work. Additionally, Plaintiff's meal periods were regularly interrupted by Defendants. Due to Defendants' work demands, the meal periods were untimely, interrupted, and/or otherwise in violation of California law.

15. 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.

16. Plaintiff was also not authorized and permitted to take all legally required and compliant rest periods due to Defendants' unlawful rest period policies and practices. Defendants' rest period policies and practices fail to authorize and permit paid rest periods for every four hours worked, *or major fraction thereof*. Specifically, due to Defendants' work demands, Plaintiff was not permitted to take all rest periods.

17. 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.

18. 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, but he was not reimbursed for his expenses. 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.

As a result of Defendants' failure to pay all minimum and overtime wages, all sick day pay, as well as meal 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.

19. As a further result of Defendants' failure to pay all minimum and overtime wages, all sick day pay, and meal and rest period premium wages, Defendants failed to pay Plaintiff all wages owed upon termination of employment with Defendants.

FIRST CAUSE OF ACTION

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004

(AGAINST ALL DEFENDANTS)

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

21. 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 legal pay rate;

g. Defendant violated Labor Code §§ 201, 202 and 203 by failing to timely pay all final wages due to Plaintiff and other aggrieved employees;

h. 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; and

i. Defendant violated Labor Code § 1174 by failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees.

22. On May 27, 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 23 (a)-(i). Attached hereto as **<u>Exhibit 1</u>** is a true and correct copy of the May 27, 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.

23. 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 sub-sequent 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 21 (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 all other applicable statutes; and

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

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Dated: August 1, 2025

Respectfully submitted,
LIDMAN LAW, APC

By: Scott M. Lidman

Scott M. Lidman

Attorneys for Plaintiff
RICHARD SORIANO

EXHIBIT 1

EXHIBIT 1

LIDMAN LAW

2155 Campus Drive, Suite 150, El Segundo, CA 90245
Office: (424) 322-4772
Fax: (424) 322-4775

May 27, 2025

<u>VIA LWDA WEBSITE</u>
Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

<u>VIA U.S. CERTIFIED MAIL – RETURN RECEIPT REQUESTED</u>
Custom California Craft Beer, LLC, a California limited liability company
c/o Amanda Garcia, Agent for Service of Process
C T Corporation System
330 N. Brand Boulevard
Glendale, CA 91203

Re: *Richard Soriano v. Custom California Craft Beer, LLC doing business as Golden Road Brewing, a California limited liability company*

To Whom It May Concern:

Please be advised that this law firm represents Richard Soriano in claims arising from his employment with Custom California Craft Beer, LLC doing business as Golden Road Brewing, a California limited liability company ("Defendant"). Mr. Soriano 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. Soriano, a former non-exempt employee, was employed by Defendant from approximately August 2013 to about June 12, 2024. During his employment with Defendant, Mr. Soriano's job title was Warehouse Lead, and his duties included, but not limited to, loading and offloading product from trucks, making shipping and receiving labels, and coordinating daily tasks for his team of subordinates.

During his employment with Defendant, Mr. Soriano was generally scheduled to work Monday through Friday from 5:00 a.m. to 1:30 p.m. Occasionally, Plaintiff was scheduled to work on Saturday. Defendant required Mr. Soriano to clock in and out by scanning his fingerprint and entering an employee code into a timeclock to keep track and record of his time worked.

Throughout Mr. Soriano's employment with Defendant, Defendant did not compensate Mr. Soriano and other non-exempt employees for all hours worked. Specifically, due to Defendant's work demands and unwillingness to approve necessary overtime, Mr. Soriano and other hourly, non-exempt employees were required to work off-the-clock. Additionally, Mr. Soriano and other hourly, non-exempt employees were required to put on personal protective equipment, including safety glasses and a safety vest, prior to clocking in for the day's shift. During Mr. Soriano's employment with Defendant, he and other hourly, non-exempt employees often worked in excess of 8 hours per workday and/or 40 hours per work week, and therefore, had Mr. Soriano and other hourly, non-exempt employees been properly paid for all of the time that they actually worked, they would have been paid additional minimum and/or overtime wages. These practices by Defendant resulted in Defendant paying Mr. Soriano and other hourly, non-exempt employees less than they were owed for the work they performed, including failing to pay them all required minimum and overtime wages.

Additionally, Mr. Soriano and other hourly, non-exempt employees received various forms of non-discretionary bonuses, compensation related to performance, and/or other forms of pay not properly excludable as a matter of law when calculating an employee's regular rate of pay (hereinafter the aforementioned forms of pay are collectively referred to as "Incentive Pay"). The various forms of Incentive Pay provided to Mr. Soriano and other non-exempt employees was pursuant to Defendant's uniform policies and practices. Despite Defendant's payment of Incentive Pay to Mr. Soriano and other non-exempt employees, Defendant failed to include all forms of Incentive Pay when calculating Mr. Soriano's and other non-exempt employees' regular rate of pay, thereby causing Mr. Soriano and other hourly, non-exempt employees to be underpaid for all of their required overtime wages. In addition, Defendant's policies and/or procedures failed to include all forms of Incentive 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) in that 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.

Throughout Mr. Soriano's employment with Defendant, Mr. Soriano and other hourly, non-exempt employees were not provided all required meal periods due to Defendant's meal period policies and practices, which fail to provide 30-minute first meal periods before the end of the fifth hour of work. Additionally, Mr. Soriano's and other non-exempt employees' meal periods were regularly interrupted by Defendant. Due to Defendant's work demands, the meal periods were untimely, interrupted, and/or otherwise in violation of California law. Although Mr. Soriano and other hourly, non-exempt employees were not provided with all legally-compliant meal periods to which they were entitled, Defendant failed to compensate Mr. Soriano and other non-exempt employees with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

Mr. Soriano 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 unlawful rest period policies and practices. Defendant's rest period policies and practices fail to authorize and permit paid rest periods for every four hours worked, or major fraction thereof. Specifically, due to Defendant's work demands, Mr. Soriano and other hourly, non-exempt employees were not permitted to take all rest periods. On those occasions when Mr. Soriano and other non-exempt employees were not authorized and permitted to take all legally-compliant rest periods to which they were entitled, Defendant failed to compensate Mr. Soriano and other hourly, non-exempt employees with the required rest period premium for each workday in which they experienced a rest period violation as mandated by Labor Code § 226.7.

Defendant also failed to reimburse Mr. Soriano and other non-exempt employees for necessary business expenses incurred during the relevant time period. Specifically, Defendant required Mr. Soriano and other hourly, non-exempt employees to use their personal cellular phone to communicate with Defendant, but they were not reimbursed for their expenses. Accordingly, despite Mr. Soriano and the other non-exempt employees being required to use their personal cellular phones, Defendant did not reimburse Mr. Soriano 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.

As a result of Defendant's failure to pay all minimum and overtime wages, all sick day pay, as well as meal and rest period premium wages, Defendant maintained inaccurate payroll records and issued inaccurate wage statements to Mr. Soriano and other hourly, non-exempt employees. Furthermore, Defendant issued non-compliant wage statements to Mr. Soriano 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.

As a further result of Defendant's failure to pay all minimum and overtime wages, all sick day pay, and meal and rest period premium wages, Defendant failed to pay Mr. Soriano and other hourly, non-exempt employees all wages owed upon termination of employment with Defendant.

As described above, Defendant committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 1 ("Wage Order 1"):

<u>Minimum Wage Violations</u>

Defendant was required to pay Mr. Soriano 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 1, § 4. Mr. Soriano and other aggrieved employees were not paid for all hours worked due to Defendant's policy and practice of knowingly and willingly permitting non-exempt employees to work off-the-clock.

<u>Overtime Violations</u>

Defendant was required to pay Mr. Soriano 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 1, § 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. Soriano and other hourly, non-exempt employees worked overtime hours but were not properly compensated due to Defendant's policy and practice of knowingly and willingly permitting non-exempt employees to work off-the-clock and not using the regular rate of pay to calculate the overtime rate.

<u>Meal Period Violations</u>

As alleged above, Defendant failed to provide Mr. Soriano and other Aggrieved Employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 1, § 11. Specifically, due to the work demands imposed by Defendant, Mr. Soriano 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, or otherwise unlawful. As a result, Mr. Soriano 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. Soriano and other Aggrieved Employees were not provided with all legally-compliant meal periods to which they were entitled, Defendant failed to compensate Mr. Soriano 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. Soriano and other Aggrieved Employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 1, § 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. Soriano 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.")

Wage Statement Violations

Defendant knowingly and intentionally, as a matter of uniform practice and policy, failed to furnish Mr. Soriano and other Aggrieved Employees with accurate and complete, itemized wage statements that included, among other requirements, all gross wages earned, total hours worked, and net wages earned in violation of Labor Code § 226 *et seq*. Defendant's failure to furnish Mr. Soriano 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.

Waiting Time Penalties

Labor Code §§ 201 and 202 require that employees receive all of their final wages at the time of their separation of employment. Defendant failed to timely pay Mr. Soriano and other aggrieved employees all of their final wages at the time of separation, which included, among other things, unpaid minimum and overtime wages, meal and rest period premium wages, and sick pay.

Pursuant to Labor Code § 203, Defendant's failure to pay all final wages due to their aggrieved employees was willful and, consequently, entitles the aggrieved employees to waiting time penalties equal to one day of wages at their standard hourly rate for each day Defendant failed to pay their final wages after their separation, up to a maximum of thirty days.

Failure to Reimburse Necessary Expenditures

As described above, Defendant required Mr. Soriano and Aggrieved 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. Soriano 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 1, 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. Soriano and other aggrieved employees are therefore entitled to reimbursement of such unpaid work expenses with interest.

As an "aggrieved employee," Mr. Soriano 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. Soriano'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. Soriano 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. Soriano 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. Soriano 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. Soriano and other aggrieved employees;

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

f) Defendant violated Labor Code § 246 by failing to pay Mr. Soriano and other aggrieved employees sick pay at the legal pay rate;

g) Defendant violated Labor Code §§ 201, 202 and 203 by failing to timely pay all final wages due to Mr. Soriano and other aggrieved employees;

h) Defendant violated Labor Code § 2802 by failing to reimburse Mr. Soriano and other aggrieved employees for all necessary business expenditures incurred in the discharge of their duties; and

i) Defendant violated Labor Code § 1174 by failing to maintain accurate records on behalf of Mr. Soriano 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