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\$435

Attorneys for Plaintiff Rodolfo Amaya

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SOLANO
UNLIMITED JURISDICTION

RODOLFO AMAYA, an individual;

Case No. CU25-03513

Plaintiffs,

COMPLAINT FOR:
(1) WRONGFUL TERMINATION –
RETALIATION;
(2) FAILURE TO PAY WAGES OWED
ON TIME AND AT TERMINATION;
(3) FAILURE TO PAY AT LEAST
MINIMUM WAGE;
(4) FAILURE TO PAY OVERTIME
WAGES;
(5) FAILURE TO PROVIDE ACCURATE
WAGE STATEMENTS;
(6) FAILURE TO PROVIDE MEAL
PERIODS;
(7) FAILURE TO PROVIDE REST
PERIODS;
(8) FAILURE TO REIMBURSE;
(9) FAILURE TO PROVIDE
EMPLOYMENT RECORDS;
(10) UNFAIR BUSINESS PRACTICES;
and
(11) PENALTIES PURSUANT TO PAGA
(LABOR CODE §2698, et seq.)

v.

BAY CITIES ASPHALT INC., a California
corporation; and DOES 1-25, inclusive,

Defendants.

Plaintiff Rodolfo Amaya alleges as and for causes of action against Defendants, and each
of them, as follows:

1 **PARTIES**

2 1. Plaintiff Rodolfo Amaya is a California resident who performed work for
3 Defendants in California.

4 2. Defendant Bay Cities Asphalt Inc. is a California corporation with a principal place
5 of business in Solano County, California.

6
7 3. Plaintiff is informed and believes and, based upon such information and belief,
8 alleges that each of the Defendants designated as Does 1 through 25, inclusive, is contractually,
9 intentionally, negligently, legally, or in some manner responsible for the events and occurrences
10 more fully described below and which proximately caused injuries and/or damages to Plaintiff as
11 alleged. Plaintiff is unaware of the true names and capacities of those Defendants sued herein as
12 Does 1 through 25, inclusive, and therefore sues such Defendants by fictitious names. Plaintiff
13 will seek leave to amend this Complaint to set forth the true names and capacities of those
14 Defendants when they have been ascertained.

15
16 4. Plaintiff is informed and believes and, based on such information and belief,
17 alleges that at all times mentioned each of the Defendants was the agent, employee, and/or alter
18 ego of the remaining Defendants, and was at all times acting within the scope and purpose of this
19 agency, employment, and/or alter ego status and with the consent and permission of the remaining
20 Defendants such that each is liable for the wrongdoings described herein.

21 **FACTS**

22
23 5. Defendants provide asphalt and concrete contracting services in California. On
24 information and belief, Defendants employ approximately fifty employees in California. Mr.
25 Amaya was employed by Defendants as a non-exempt hourly employee through approximately
26 December 18, 2024.
27
28

1 6. Defendants did not provide Mr. Amaya or other employees with an employment
2 agreement identifying the terms of employment or compensation, a notice pursuant to Labor Code
3 §2810.5, and other key documents. Throughout his employment, Defendants did not track or
4 record the hours worked by Mr. Amaya or other employees. Likewise, Defendants did not
5 provide employees with wage statements.
6

7 7. As a result of these Labor Code violations, employees were unable to determine
8 their regular rate of pay, days or hours worked, or the other crucial information. Mr. Amaya
9 believes that he and other employees were misclassified and paid lump sums rather than as hourly,
10 non-exempt employees. Mr. Amaya and other employees regularly worked in excess of eight
11 hours in a workday, forty hours in a workweek, and/or six days within one workweek without
12 receiving overtime pay.
13

14 8. Mr. Amaya and other employees were not provided regular meal or rest periods.
15 Instead, they were told to take breaks whenever they could. Due to the nature of their work, they
16 were often unable to take timely, uninterrupted, code-compliant breaks during which they were
17 relieved of all duty and allowed to leave the job site. As far as Mr. Amaya is aware, meal periods
18 were not recorded.
19

20 9. Because Defendants failed to provide timely meal and rest periods during which
21 employees were relieved of all duties, they owe Mr. Amaya and other employees one hour of
22 compensation for each day worked with a missed rest period and one hour of compensation for
23 each day worked with a missed meal period. Defendants failed to pay Mr. Amaya and other
24 employees those wages when they were due and failed to pay employees those wages upon
25 termination.
26

27 10. Mr. Amaya is informed and believes that his and other employees' paychecks were
28

1 inaccurate, did not reflect all time worked, and did not include overtime pay. On multiple
2 occasions, Mr. Amaya and other employees were instructed to continue working, off the clock,
3 after their regular shifts ended. On other occasions, Defendants instructed Mr. Amaya to drive his
4 personal vehicle to other cities for work purposes, without compensation or reimbursement. Mr.
5 Amaya and other employees used their personal phones for work purposes, for directions and
6 otherwise, without reimbursement.
7

8 11. The above-referenced conduct resulted in Defendants failing to maintain accurate
9 records of days and hours actually worked by Mr. Amaya and other employees, failing to pay Mr.
10 Amaya and other employees for all hours actually worked at the promised rates, and failing to
11 provide accurate wage statements showing hours actually worked and wages earned at accurate
12 rates..
13

14 12. On January 22, 2025, counsel for Mr. Amaya requested his employment records
15 pursuant to Labor Code §§226, 247.5, 432, and 1198.5. Defendants failed to respond to that
16 request within the required timeframes, and to date, no employment records have been produced.
17

18 **PAGA ALLEGATIONS**

19 13. Mr. Amaya brings his Eleventh Cause of Action in a representative capacity on
20 behalf of himself, his fellow aggrieved employees, and the Labor & Workforce Development
21 Agency under the Private Attorneys General Act (“PAGA”), and seeks to vindicate his rights
22 under the Labor Code as well as those of all other aggrieved current and former employees of
23 Defendant.
24

25 14. The group of aggrieved employees consists of those employees of Defendants
26 working in California at any time since January 22, 2024, and through the date of entry of final
27 judgment in this matter.
28

1 15. Mr. Amaya sent the PAGA notice attached hereto as Exhibit A to Defendants on
2 January 22, 2025. Mr. Amaya alleges that by the conduct described herein, Defendants violated
3 Labor Code §§204, 226, 226.7, 226.8, 247.5, 510, 512, 558, 1174, 1197, 2802, and IWC Wage
4 Order No. 16-2001 (8 C.C.R. §11160), for which they are subject to civil penalties under PAGA.
5

6 **FIRST CAUSE OF ACTION**

7 **(Wrongful Termination – Retaliation; Violation of Labor Code §1105.2)**

8 16. Plaintiff incorporates the allegations above as though they were fully set forth
9 herein.
10

11 17. In or around December 2024, Plaintiff complained to Defendants’ management that
12 he and other employees were unable to take their meal and rest breaks. Plaintiff reasonably
13 believed that the matters he was disclosing constituted violations of state or federal statutes, or
14 violations of or noncompliance with local, state, or federal rules or regulations.
15

16 18. Instead of addressing the concerns raised by Plaintiff, Defendants told Plaintiff to
17 take his breaks whenever he could. However, when Plaintiff took a code compliant meal period
18 during which he left the job site, his manager became angry and terminated him. Plaintiff is
19 informed and believes, and on that basis alleges, that Plaintiff was wrongfully terminated for
20 reporting meal and rest period violations and for exercising his right to take a timely,
21 uninterrupted, off-site meal period.
22

23 19. Defendants and their officers, directors, and managing agents intended to cause
24 Plaintiff injury and/or willfully and consciously disregarded Plaintiff’s rights. The conduct
25 described above was authorized, ratified, and/or personally committed by Defendants’ principals,
26 officers, directors, and managing agents.
27

28 20. As a result of Defendants’ wrongful conduct, Plaintiff has suffered, and will

1 continue to suffer, a loss of wages and other employment benefits, a loss of future earning
2 capacity, a loss of emotional tranquility, a loss of enjoyment of life, and a loss of reputation, and
3 has been damaged in an amount to be proved at trial, which amount exceeds the jurisdictional
4 minimum of this court.
5

6 **SECOND CAUSE OF ACTION**

7 **(Failure to Pay Wages on Time and at Termination; Violation of Labor Code §§201-204)**

8 21. Plaintiff incorporates the allegations above as though they were fully set forth
9 herein.
10

11 22. As set forth above, Defendants failed to track or pay Plaintiff for all hours worked,
12 failed to pay overtime premiums, required Plaintiff and other employees to work through their
13 meal and rest periods, and required Plaintiff and other employees to perform substantial work off
14 the clock, for which they were not paid.
15

16 23. Defendants willfully failed to pay Plaintiff all wages owed both (1) at the time they
17 were due and (2) upon his termination from employment. To date, Defendants have not paid those
18 wages.
19

20 24. As a proximate result of Defendants' failure to pay wages owed and on time,
21 Plaintiff has suffered damages in an amount to be proved at trial as well as waiting time penalties
22 pursuant to Labor Code §203.
23

24 **THIRD CAUSE OF ACTION**

25 **(Failure to Pay Minimum Wage;**

26 **Violation of Labor Code §§1197, I.W.C. Wage Order No. 16-2001)**

27 25. Plaintiff incorporates the allegations above as though they were fully set forth
28 herein.

1 26. As set forth above, Defendants failed to track or pay Plaintiff for all hours worked,
2 failed to pay overtime premiums, required Plaintiff and other employees to work through their
3 meal and rest periods, and required Plaintiff and other employees to perform substantial work off
4 the clock, for which they were not paid, all of which led to Plaintiff and other employees working
5 hours for less than the minimum wage.
6

7 27. As a proximate result of Defendants' failure to pay at least the minimum wages
8 owed, Plaintiff has suffered damages in an amount to be proved at trial.
9

10 **FOURTH CAUSE OF ACTION**

11 **(Failure to Pay Overtime Wages;**

12 **Violation of Labor Code §§510, I.W.C. Wage Order No. 16-2001)**

13 28. Plaintiff incorporates the allegations above as though they were fully set forth
14 herein.

15 29. As set forth above, Plaintiff's off the clock work led to him not being fully
16 compensated for all time worked, including overtime premiums when Plaintiff worked in excess
17 of eight hours a day, forty hours a week, and/or on the seventh consecutive day in a workweek.
18

19 30. Defendants failed to pay Plaintiff for the overtime hours worked, and failed to pay
20 Plaintiff any overtime premiums for the overtime hours worked.
21

22 31. As a proximate result of Defendants' failure to pay overtime wages owed, Plaintiff
23 has suffered damages in an amount to be proved at trial.

24 **FIFTH CAUSE OF ACTION**

25 **(Failure to Provide Accurate Wage Statements; Violation of Labor Code §226)**

26 32. Plaintiff incorporates the allegations above as though they were fully set forth
27 herein.
28

1 33. Defendants failed to furnish Plaintiff with an accurate itemized statement in writing
2 on the regular paydays showing gross wages earned, total hours worked, net wages earned, and all
3 applicable hourly rates of pay in effect during the pay period, and the corresponding number of
4 hours worked at each hourly rate.
5

6 34. Defendants knew that they were required by law to furnish accurate itemized
7 statements in writing and intentionally failed to furnish accurate statements to Plaintiff on the
8 regular paydays.
9

10 35. Plaintiff suffered injury from Defendants' failure to provide accurate itemized
11 statements in writing on the regular paydays. Plaintiff could not promptly and easily determine
12 the amount of gross or net wages earned, the total number of hours worked, or the applicable rates
13 in effect for the corresponding hours. As a proximate result of Defendants' conduct, Plaintiff has
14 suffered damages and is entitled to penalties in an amount to be proved at trial.
15

16 **SIXTH CAUSE OF ACTION**

17 **(Failure to Provide Meal Periods and Pay Meal Period Premiums;**

18 **Violation of Labor Code §§226.7, 512, I.W.C. Wage Order No. 16-2001)**

19 36. Plaintiff incorporates the allegations above as though they were fully set forth
20 herein.
21

22 37. Plaintiff often worked eight hours or more a day without being provided a 30-
23 minute, uninterrupted, off-duty meal period within the first five hours during which he was
24 relieved of all responsibility and allowed to leave the premises.

25 38. On these occasions, Defendants failed to pay Plaintiff one additional hour of pay at
26 his regular rate of compensation.
27

28 39. As a proximate result of Defendants' failure to allow Plaintiff to have timely and

1 uninterrupted meal periods and failure to compensate Plaintiff for missed meal periods, Plaintiff
2 has suffered damages and is entitled to penalties in an amount to be proved at trial.

3 **SEVENTH CAUSE OF ACTION**

4 **(Failure to Provide Rest Periods and Pay Rest Period Premiums;**

5 **Violation of Labor Code §§226.7, I.W.C. Wage Order No. 16-2001)**

6
7 40. Plaintiff incorporates the allegations above as though they were fully set forth
8 herein.

9 41. Plaintiff often worked in excess of three and one half hours in a workday without
10 being authorized or permitted to take a timely, uninterrupted paid rest period during which he was
11 relieved of all responsibility and allowed to leave the premises.

12 42. On these occasions, Defendants failed to pay Plaintiff one additional hour of pay at
13 his regular rate of compensation.

14 43. As a proximate result of Defendants' failure to allow Plaintiff to have timely and
15 uninterrupted rest periods and failure to compensate Plaintiff for missed meal periods, Plaintiff has
16 suffered damages and is entitled to penalties in an amount to be proved at trial.

17 **EIGHTH CAUSE OF ACTION**

18 **(Failure to Reimburse Employment-Related Expenses; Violation of Labor Code §2802)**

19
20 44. Plaintiff incorporates the allegations above as though they were fully set forth
21 herein.

22 45. As set forth above, Defendants required Plaintiff and other employees to use their
23 personal mobile phones and personal vehicles for work purposes while on duty.

24 46. Defendants failed to compensate Plaintiff or the other employees for the expenses
25 of purchasing and maintaining these phones and vehicles, despite the fact that they were expenses
26
27
28

1 incurred at the instruction of Defendants and for the benefit of Defendants' business.

2 47. As a result, Plaintiff has been damaged in an amount to be proved at trial.

3 **NINTH CAUSE OF ACTION**

4 **(Failure to Provide Employment Records;**

5 **Violation of Labor Code §§226, 247.5, 432, and 1198.5)**

6 48. Plaintiff incorporates the allegations above as though they were fully set forth
7
8 herein.

9 49. On January 22, 2025, counsel for Plaintiff requested his employment records
10 pursuant to Labor Code §§226, 247.5, 432, and 1198.5. Defendants failed to respond to that
11 request within the required timeframes, and to date, no employment records have been produced.

12 50. As a result, Plaintiff is entitled to statutory penalties.

13 **TENTH CAUSE OF ACTION**

14 **(Unfair Business Practices, Violation of Bus. & Prof. Code §17200)**

15 51. Plaintiff incorporates the allegations above as though they were fully set forth
16
17 herein.

18 52. Defendants' conduct, as set forth above, violates the California Unfair Competition
19 Law, Bus. & Prof. Code §17200, *et seq.* ("UCL"). Defendants' conduct constitutes unlawful,
20 unfair, or fraudulent business acts or practices in that they willfully misclassify employees, fail to
21 pay employees for all hours worked, require employees to work off the clock, fail to pay overtime
22 wages, fail to provide meal and rest breaks, fail to provide accurate wage statements, fail to
23 reimburse employees for work expenses, and the like.

24 53. As a result of Defendants' unlawful, unfair, and fraudulent conduct, Plaintiff has
25 suffered injury in fact.
26
27
28

54. Plaintiff is informed and believes, and on that basis alleges, that Defendants continue to engage in the unlawful, unfair, and fraudulent practices as alleged herein, and that they will continue to do so unless enjoined by this court.

55. Pursuant to Bus. & Prof. Code §17203, Plaintiff seeks declaratory and injunctive relief for Defendants' unlawful, unfair, and fraudulent conduct, and to recover restitution.

ELEVENTH CAUSE OF ACTION

(Violations of the California Labor Code under the Private Attorneys General Act
(Lab. Code §2698, et seq.))

56. Plaintiff incorporates the allegations above as though they were fully set forth herein.

57. Plaintiff brings this cause of action in a representative capacity on behalf of himself, his fellow aggrieved employees, and the Labor & Workforce Development Agency (“LWDA”) pursuant to the California Private Attorneys General Act (Labor Code §2698, *et seq.*), and seeks to vindicate his rights under the Labor Code as well as those of all other aggrieved current and former employees of Defendants.

58. For purposes of this cause of action, the group of aggrieved employees consist of those employees of Defendants working in California (the “Representative Group”) at any time since January 22, 2024, and through the date of entry of final judgment in this matter (the “Claim Period”).

59. As set forth above, Defendants have violated Labor Code §§204, 226, 226.7, 226.8, 247.5, 510, 512, 558, 1174, 1197, 2802, and IWC Wage Order No. 16-2001 (8 C.C.R. §11160) with respect to Plaintiff and the Representative Group, who have personally suffered each of Defendants' violations of the California Labor Code as described herein during the Claim Period

1 and who have been injured as a result of these violations.

2 60. Plaintiff seeks to recover civil penalties for violations of the Labor Code committed
3 by Defendants against Plaintiff and all other aggrieved employees as set out in the PAGA notice
4 submitted to the LWDA. A true and correct copy of the PAGA notice is attached hereto as
5 Exhibit A, and its contents are incorporated by reference as though expressly set out herein.
6

7 61. For the violations of the Labor Code alleged, Plaintiff and other aggrieved
8 employees have no administrative remedies to exhaust.
9

10 62. Plaintiff has fully complied with notice requirements under PAGA by giving
11 written notice to both the LWDA and Defendants pursuant to Labor Code §2699.3(a)(1)(A), and
12 by paying the filing fee required by subsection (a)(1)(B) of the same.

13 63. Sixty-five calendar days have now passed since Plaintiff gave the LWDA notice of
14 his PAGA claims, and the LWDA has not responded or taken any position as to those claims.
15 Accordingly, Plaintiff now has the right to pursue those claims through a representative civil suit
16 pursuant to Labor Code §2699.3(a)(2)(A).
17

18 64. Plaintiff has been injured as a direct and proximate result of Defendant's violations
19 of the Labor Code as set out in Exhibit A.

20 65. Pursuant to Labor Code §2699(a) and (f), Plaintiff accordingly seeks to recover
21 civil penalties against Defendants for the specified Labor Code violations against Plaintiff and all
22 other aggrieved employees.
23

24 66. In addition, Plaintiff seeks to recover his reasonable attorneys' fees and costs
25 pursuant to Labor Code §2699(g)(1).
26

27 WHEREFORE, Plaintiff prays for relief against Defendants as follows:

28 1. For damages and penalties according to proof at trial;

2. For unpaid wages owed;
3. For reimbursement for work-related expenses incurred by Plaintiff pursuant to Labor Code §2802;
4. For prejudgment interest on those amounts at the legal rate;
5. For one additional hour of pay for each workday that Defendants failed to provide a meal period pursuant to Labor Code §226.7;
6. For one additional hour of pay for each workday that Defendants failed to provide rest periods pursuant to Labor Code §226.7;
7. For waiting time penalties pursuant to Labor Code §203;
8. For penalties pursuant to Labor Code §§226 and 1198.5;
9. For punitive damages;
10. For injunctive relief enjoining Defendants from continuing to engage in the unlawful conduct described herein;
11. That Defendants be ordered to pay all civil penalties due to Plaintiff, the Representative Group, and the LWDA for Defendant's violations of the Labor Code as alleged, to be distributed to the LWDA and the Representative Group as provided by Labor Code §§558 and 2699 and other applicable law
12. For costs of suit herein incurred, including attorneys' fees; and
13. For such further relief as the court deems just.

DATED: April 15, 2025

AIMAN-SMITH & MARCY, P.C.



John A. Lofton, Esq.
Attorney for Plaintiff Rodolfo Amaya

Exhibit A

January 22, 2025

Via Certified Mail

Bay Cities Asphalt Inc.
c/o Trevor Najar, agent for service of process
7948 N. Locke Rd.
Vacaville, CA 95688

Re: PAGA Notice Pursuant to Labor Code § 2699.3 of Violations of the California Labor Code

Dear Sir or Madam:

Pursuant to California Labor Code §2699.3, Rodolfo Amaya hereby gives notice of violations of the following sections of the California Labor Code by Bay Cities Asphalt Inc. (“Employer”): §§204, 226, 226.7, 226.8, 247.5, 510, 512, 558, 1174, 1197, 2802, and IWC Wage Order No. 16-2001 (8 C.C.R. §11160). Employer’s legal violations as described herein were and are knowing and intentional.

Mr. Amaya was an aggrieved employee of Employer as defined by California Labor Code §2699(c) because he was: (1) an employee of Employer within the 12 months prior to the filing of this notice, (2) who personally suffered each of Employer’s violations of the California Labor Code as described herein during that time.

I. Facts and Theories Giving Rise to Employer’s Violations of the California Labor Code

Employer provides asphalt and concrete contracting services in California. On information and belief, Employer employs approximately fifty employees in California. Mr. Amaya was employed by Employer as a non-exempt hourly employee through approximately December 18, 2024.

Employer did not provide Mr. Amaya or other employees with an employment agreement identifying the terms of employment or compensation, a notice pursuant to Labor Code §2810.5, and other key documents. Throughout his employment, Employer did not track or record the hours worked by Mr. Amaya or other employees. Likewise, Employer did not provide employees with wage statements. As a result of these Labor Code violations, employees were unable to determine their regular rate of pay, days or hours worked, or the other crucial information. Mr. Amaya believes that he and other employees were misclassified and paid lump

sums rather than as hourly, non-exempt employees. Mr. Amaya and other employees regularly worked in excess of eight hours in a workday, forty hours in a workweek, and/or six days within one workweek without receiving overtime pay.

Mr. Amaya and other employees were not provided regular meal or rest periods. Instead, they were told to take breaks whenever they could. Due to the nature of their work, they were often unable to take timely, uninterrupted, code-compliant breaks during which they were relieved of all duty. As far as Mr. Amaya is aware, meal periods were not recorded.

Because Employer failed to provide timely meal and rest periods during which employees were relieved of all duties, it owes Mr. Amaya and other employees one hour of compensation for each day worked with a missed rest period and one hour of compensation for each day worked with a missed meal period. Employer failed to pay Mr. Amaya and other employees those wages when they were due and failed to pay employees those wages upon termination.

Mr. Amaya is informed and believes that his and other employees' paychecks were inaccurate, did not reflect all time worked, and did not include overtime pay. On multiple occasions, Mr. Amaya and other employees were instructed to continue working after their regular shifts. On other occasions, Employer instructed Mr. Amaya to drive his personal vehicle to other cities for work purposes, without compensation or reimbursement. Mr. Amaya and other employees used their personal phones for work purposes, for directions and otherwise, without reimbursement.

The above-referenced conduct resulted in Employer failing to maintain accurate records of days and hours actually worked by Mr. Amaya and other employees, failing to pay Mr. Amaya and other employees for all hours actually worked at the promised rates, and failing to provide accurate wage statements showing hours actually worked and wages earned at accurate rates.

II. Provisions of the California Labor Code Violated by Employer and Penalties Sought

As a result of Employer's violations of the California Labor Code, as alleged herein, Mr. Amaya is entitled to recover civil penalties pursuant to California Labor Code §2699 *et seq.* on behalf of himself and all other former or current California employees of Employer who were subjected to its violations of the California Labor Code as described herein.

For failing to provide meal periods and/or requiring employees to work during meal periods in violation of Labor Code §§226.7, 512, and 558 and Industrial Welfare Commission Wage Order No. 16-2001 (8 C.C.R. §11160), Employer is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period or \$200 for each aggrieved employee per pay period for each violation if the Employer's conduct was malicious, fraudulent, or oppressive pursuant to Labor Code §2699(f).

For failing to provide one hour of pay to each employee who was not provided a timely meal period under Labor Code §§512 or 558 and Industrial Welfare Commission Wage Order

No. 16-2001 (8 C.C.R. §11160), in violation of Labor Code §226.7, Employer is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period or \$200 for each aggrieved employee per pay period for each violation if the Employer's conduct was malicious, fraudulent, or oppressive pursuant to Labor Code §2699(f).

For failing to provide rest periods and/or requiring employees to work during rest periods in violation of Labor Code §§226.7 and 558 and Industrial Welfare Commission Wage Order No. 16-2001 (8 C.C.R. §11160), Employer is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period or \$200 for each aggrieved employee per pay period for each violation if the Employer's conduct was malicious, fraudulent, or oppressive pursuant to Labor Code §2699(f).

For failing to provide one hour of pay to each employee who was not provided a rest period under Labor Code §558 and Industrial Welfare Commission Wage Order No. 16-2001 (8 C.C.R. §11160), in violation of Labor Code §226.7, Employer is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period or \$200 for each aggrieved employee per pay period for each violation if the Employer's conduct was malicious, fraudulent, or oppressive pursuant to Labor Code §2699(f).

For misclassifying employees in violation of Labor Code §226.8, Employer is subject to civil penalties of not less than \$5,000 and not more than \$15,000 for each violation, or not less than \$10,000 and not more than \$25,000 for each violation if Employer has engaged in or is engaging in a pattern or practice of these violations.

For failing to maintain accurate time and payroll records and to record meal periods and total hours worked in violation of Labor Code §§247.5, 558, and 1174 and Industrial Welfare Commission Wage Order No. 16-2001 (8 C.C.R. §11160), Employer is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period or \$200 for each aggrieved employee per pay period for each violation if the Employer's conduct was malicious, fraudulent, or oppressive pursuant to Labor Code §2699(f).

For failing to pay at least the minimum wage for time worked, in violation of Labor Code §§204, 558, and 1197 and Industrial Welfare Commission Wage Order No. 16-2001 (8 C.C.R. §11160), Employer is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period or \$200 for each aggrieved employee per pay period for each violation if the Employer's conduct was malicious, fraudulent, or oppressive pursuant to Labor Code §2699(f).

For failing to pay employees overtime premiums for work in excess of eight hours per day, forty hours per week, or six days within one workweek in violation of Labor Code §§510, 558, 1197 and Industrial Welfare Commission Wage Order No. 16-2001 (8 C.C.R. §11160), Employer is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period or \$200 for each aggrieved employee per pay period for each violation if the Employer's conduct was malicious, fraudulent, or oppressive pursuant to Labor Code §2699(f).

For failing to reimburse employees for expenditures incurred by the employees at the instruction of Employer, in violation of Labor Code §2802, Employer is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period or \$200 for each aggrieved employee per pay period for each violation if the Employer's conduct was malicious, fraudulent, or oppressive pursuant to Labor Code §2699(f).

For failing to provide accurate, itemized wage statements from which employees could promptly and easily determine the information required by Labor Code §226, in violation of that section, Employer is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period or \$200 for each aggrieved employee per pay period for each violation if the Employer's conduct was malicious, fraudulent, or oppressive pursuant to Labor Code §2699(f).

Please note that further investigation may shed light upon additional violations beyond those contained herein, and Mr. Amaya reserves the right to file and serve a further amended notice should additional violations be discovered.

Sincerely,

AIMAN-SMITH & MARCY
A PROFESSIONAL CORPORATION



John A. Lofton