



July 16, 2025

VIA ELECTRONIC MAIL
PAGAfiling@dir.ca.gov

Re: PAGA CLAIM NOTICE
Yvonne M. Guzman v. KLNG Inc. DBA American Towing, et al.

To Whom It May Concern:

Please be advised that this law firm represents Yvonne M. Guzman (“Ms. Guzman” or “Plaintiff”) in claims arising from their employment with KLNG Inc. DBA American Towing, American Eagle Towing, Inc., Kia Ghadessi, and Does 1 through 50 (“Defendants”). Plaintiff is an “aggrieved employee” as defined by Labor Code §§ 2699, *et seq.*, due to Defendants’ violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code § 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.

Ms. Guzman began working for Defendants on or around January of 2025, until she was terminated on May 3, 2025. As part of her job duties, Plaintiff worked for Defendants as a dispatcher at their offices located at 1341 S. Santa Fe Ave., Los Angeles, CA 90021.

Throughout their employment, Plaintiff and similarly aggrieved employees worked 8 or 12 hours a day, depending on the day, 5 to 6 days per week depending on the week. Plaintiff and similarly aggrieved employees’ hours were rounded to the nearest whole number and no formal timekeeping system was in place. Plaintiff would regularly begin working 15-20 minutes before her scheduled start time but her recorded start time would remain the originally scheduled start time.

Additionally, Plaintiff did not receive all her proper rest breaks or meal breaks. Specifically, Plaintiff’s meal breaks were not breaks; instead, Plaintiff and other similarly aggrieved employees would work through their meal and rest breaks due to Defendants policies and practices. Plaintiff was not able to take her rest breaks nor did Defendants ever encourage Plaintiff to take her rest breaks. In addition, Plaintiff never signed a meal period waiver. As a result, Defendants prevented and denied Plaintiff from receiving lawful rest and meal breaks throughout her employment as required by Labor Code §§ 226.7, 512, 558 and 1198.

Defendants also failed to reimburse business expenses. Plaintiff was required to purchase pens, office supplies, and a Thomas Guide to navigate the service area. Defendants also required Plaintiff to use her personal cell phone for work purposes without compensation.

As a result of Defendants' failure to pay all hours worked, Defendants maintained inaccurate payroll records and issued inaccurate wage statements to Plaintiff and other similarly aggrieved employees and failed to pay all final wages owed to Plaintiff and other similarly aggrieved employees upon their separation of employment from Defendants. As a result of these issues, Defendants committed the following violations of the Labor Code, and Industrial Welfare Commission Wage Order 9 ("Wage Order 9"):

Not All Hours Paid

In violation of Industrial Wage Order 9 and Labor Code §§ 200, 226, 226.7, 500, 510, 1197, 1194, and 1198, Defendants failed to compensate Plaintiff and other similarly aggrieved employees for all hours worked by not compensating them for work performed, including but not limited to, off-the-clock time and the hours working overtime and double-time, as described above.

Failure to Pay Overtime Compensation

In violation of Labor Code §§ 510, 558, 1194, 1194.2, 1197, and 1198, Defendants failed to pay Plaintiff and other similarly aggrieved employees overtime wages for hours worked beyond 8 hours in day or 40 hours in a week.

Meal and Rest Period Violations

Defendant required that Plaintiff and other similarly aggrieved employees to work throughout their meal and rest periods, failed to provide Plaintiff and other similarly aggrieved employees who worked 6 hours or more the meal and rest periods as required by law, and failed to pay the full statutory penalty for those missed meal and rest periods. As a result, Plaintiff is entitled to recover additional compensation for all meal and rest periods that were missed, but not paid for, per Labor Code §226.7, 512, 558 and 1198.

Wage Statement Violations

Defendants were obligated to furnish Plaintiff and similarly aggrieved employees with complete and accurate itemized wage statements that show, among other things, total gross wages earned. *See* Labor Code §§ 226(a) and 1174(d); Wage Order 9. As a result of Defendants' failure to pay all hours worked, Defendants maintained inaccurate payroll records and issued inaccurate wage statements to Plaintiff and other similarly aggrieved employees in violation of Labor Code § 226. Defendants' failure to comply with their wage statement obligations was knowing and intentional, and Plaintiff and similarly aggrieved employees have suffered "actual injuries" as a result.

Waiting Time Penalties

Labor Code §§ 201 and 202 require that separating employees timely receive all of their final wages at the time of termination. Due to their refusal to record the proper amount of time worked as described above, Defendants failed to timely pay similarly aggrieved employees all of their final wages at the time of termination which include, among other things, unpaid hours worked, owing, up to thirty (30) days from the time the wages were due. Defendants continue to fail to pay similarly aggrieved employees all earned wages at the end of employment pursuant to the requirements of Labor Code §§ 201-203. Defendants' failure to pay all final wages due to similarly aggrieved employees was willful and, consequently, they are entitled to waiting time penalties under Labor Code § 203.

Failure to Reimburse Business Expenses

In violation of Labor Code § 2802, Defendants failed to reimburse Plaintiff and other similarly aggrieved employees for necessary business expenses incurred in the discharge of their duties. Defendants' policy of not reimbursing these necessary business expenses violated their obligation to indemnify employees for expenses incurred in the discharge of their duties.

As an "aggrieved employee," Plaintiff will initiate a civil action on behalf of herself and other similarly aggrieved employees to recover damages, statutory penalties, civil penalties (including an amount equal to the unpaid wages) resulting from the wage and hour violations alleged herein. Based on Plaintiff's own investigation, and on information and belief, Defendants committed the following violations:

- a. Defendants violated Industrial Welfare Commission Order 9 and Labor Code §§ 200, 226, 500, 510, 1194, 1197 and 1198 by failing to pay compensation for all hours worked to Plaintiff and other similarly aggrieved employees;
- b. Defendants violated Industrial Welfare Commission Order 9 and Labor Code §§ 200, 226, 226.7, 500, 510, 1194, 1197, and 1198 by failing to pay overtime hours to Plaintiff and other similarly aggrieved employees;
- c. Defendant violated the applicable Industrial Welfare Commission Order and Labor Code §§ 226.7 and 512, 516, 558 and 1198 by failing to provide all legally required meal and rest period premiums to Plaintiff;
- d. Defendants violated Labor Code § 226 by failing to provide Plaintiff and similarly aggrieved employees with accurate and compliant itemized wage statements; and
- e. Defendants violated Labor Code §§ 201-203 by failing to timely pay all final wages due, including, but not limited unpaid wages due to Plaintiff and similarly aggrieved employees upon their separation of employment.

Yvonne M. Guzman v. KLNG Inc. DBA American Towing, et al.
July 16, 2024

- f. Defendants violated Labor Code § 2802 by failing to reimburse Plaintiff and similarly aggrieved employees for necessary business expenses.

Pursuant to Labor Code § 2699.3(a)(2)(A), please notify us and Defendants if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,



LOYR, APC

Young W. Ryu, Esq.
Zachariah E. Moura, Esq.
Kee Seok Mah, Esq.
Harley M. Phleger, Esq.
Jack C. Perez, Esq.

cc: *(VIA Certified Mail)*

KLNG Inc.
1341 Santa Fe Ave.
Los Angeles, CA 90021

American Towing
1341 Santa Fe Ave.
Los Angeles, CA 90021

American Eagle Towing, Inc.
1341 Santa Fe Ave.
Los Angeles, CA 90021

Kia Ghadessi
1341 Santa Fe Ave.
Los Angeles, CA 90021