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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ALEJANDRA RUIZ, as an individual and on
behalf of all current and former Aggrieved
Employees,

Plaintiff,

vs.

KELLWOOD COMPANY, LLC, a Delaware
limited liability company; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 25STCV26751

**REPRESENTATIVE ACTION
COMPLAINT:**

**(1) CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698 et seq.)**

UNLIMITED CIVIL CASE

1 Plaintiff Alejandra Ruiz (“Plaintiff”), on behalf of herself and all other current and former
2 Aggrieved Employees, hereby brings this Representative Action Complaint (“Complaint”)
3 against Kellwood Company, LLC, a Delaware limited liability company; and DOES 1 to 100,
4 inclusive (collectively “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of herself and all other current and formerly Aggrieved
7 Employees, hereby brings this Complaint for recovery of civil penalties under California Labor
8 Code Private Attorneys General Act of 2004 (“PAGA”), Cal. Labor Code § 2698 *et seq.* This
9 Complaint is brought pursuant to California Code of Civil Procedure § 382. This Court has
10 jurisdiction over Defendants’ violations of the California Labor Code because the amount in
11 controversy exceeds this Court’s jurisdictional minimum.

12 **VENUE**

13 2. Venue is proper in this judicial district pursuant to Cal. Code of Civ. Proc. §§
14 395(a) and 395.5, as at least some of the acts and omissions complained of herein occurred in the
15 County of Los Angeles. Defendants own, maintain offices, transact business, have agent(s)
16 within the County of Los Angeles, and/or otherwise are found within the County of Los Angeles,
17 and Defendants are within the jurisdiction of this Court for purposes of service of process.

18 **PARTIES**

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

24 4. Plaintiff is informed and believes, and based thereon alleges, that during the one
25 year preceding Plaintiff giving the required notice under the PAGA, and continuing to the present,
26 Defendants did (and continue to do) business as a wholesaler of women’s apparel. Defendants
27 employed Plaintiff and other, similarly-situated non-exempt employees within, among other
28 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 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 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 other current and former Aggrieved Employees.

GENERAL FACTUAL ALLEGATIONS

9. Plaintiff, a former non-exempt employee, was employed by Defendants from approximately August 5, 2019 through approximately July 8, 2024. Plaintiff's job title was HR Administrator, and her primary duties were completing payroll and recruiting employees.

1 10. Plaintiff was generally scheduled to work Monday through Friday from 8:00 a.m.
2 to 4:30 p.m. Plaintiff often worked 8.5-9 hours a day.

3 11. Defendants required Plaintiff to clock in and out by entering her Employee ID and
4 password into WebClock, a computer application used to keep track and record of her time
5 worked.

6 12. Throughout her employment with Defendants, Defendants did not compensate
7 Plaintiff and other non-exempt employees for all hours worked. Specifically, due to Defendants'
8 work demands, Plaintiff often worked through her meal periods and beyond her scheduled
9 workday to complete work duties. It was Defendants' policy and/or practice to not permit
10 overtime and thus Plaintiff was forced to complete her work duties outside of her scheduled hours.
11 Defendants knew or should have known that Plaintiff was completing work duties off-the-clock,
12 but Defendants failed to compensate Plaintiff for the time worked. Further, Plaintiff and other
13 non-exempt employees often worked over eight hours in a day and/or forty hours in a workweek,
14 and Defendants' policy and practice of failing to compensate them for all hours worked also
15 deprived them of all overtime wages owed.

16 13. Throughout Plaintiff's employment with Defendants, Plaintiff was not provided
17 all required meal periods due to Defendants' meal period policies and practices, which fail to
18 provide duty-free 30-minute first meal periods before the end of the fifth hour of work. Due to
19 Defendants' work demands, the meal periods were late, short, interrupted, missed, or otherwise
20 in violation of California law.

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

25 15. Plaintiff was also not authorized and permitted to take all legally required and
26 compliant rest periods due to Defendants' rest period policies and practices. Specifically, due to
27 Defendants' rest period policies/practices and Plaintiff's heavy workload, Plaintiff was not
28 permitted to take a second rest period. Defendants did not authorize and permit one rest period

1 for every four hours worked, or *major fraction thereof*.

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

6 17. Defendants also failed to reimburse Plaintiff and other non-exempt employees for
7 necessary business expenses incurred during the relevant time period. Specifically, Defendants
8 required Plaintiff to use her personal cellular phone for business purposes, but she was not
9 reimbursed for her expenses. Accordingly, despite Plaintiff and the other non-exempt employees
10 being required to use their personal cellular phones, Defendants did not reimburse Plaintiff or
11 other non-exempt employees for all necessary expenditures or losses incurred by the employee in
12 direct consequence of the discharge of their duties, or of their obedience to the directions of the
13 employer in violation of California law.

14 18. As a result of Defendants' failure to pay all minimum and overtime wages, as well
15 as meal and rest period premium wages, Defendants maintained inaccurate payroll records and
16 issued inaccurate wage statements to Plaintiff.

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

20 **FIRST CAUSE OF ACTION**

21 **LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004**

22 **(AGAINST ALL DEFENDANTS)**

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

24 21. Defendants have committed several Labor Code violations against Plaintiff and
25 other Aggrieved Employees. Plaintiff, an "Aggrieved Employee" within the meaning of Labor
26 Code § 2698 *et seq.*, acting on behalf of herself and other Aggrieved Employees, brings this
27 representative action against Defendants to recover the civil penalties due to Plaintiff, the other
28 Aggrieved Employees, and the State of California according to proof pursuant to Labor Code §

1 2699 (a) and (f) including, but not limited to: (1) \$250.00 for each initial violation and \$1,000.00
2 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or
3 (2) no less than \$25.00 and up to \$200.00 for each aggrieved employee per pay period pursuant
4 to Labor Code § 2699(f) for those violations of the Labor Code for which no civil penalty is
5 specifically provided, based on the following Labor Code violations:

- 6 a. Defendants violated Labor Code §§ 1194, 1194.2, and 1197 by failing to pay
7 Plaintiff and other aggrieved employees the statutory minimum wage for all
8 hours worked;
- 9 b. Defendants violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing
10 to pay Plaintiff and other aggrieved employees all overtime compensation
11 earned;
- 12 c. Defendants violated Labor Code §§ 226.7, 512, and 558 by failing to provide
13 all legally required meal periods and failing to pay meal period premiums to
14 Plaintiff and other aggrieved employees;
- 15 d. Defendants violated Labor Code §§ 226.7, 516, and 558 by failing to provide
16 all legally required rest periods and failing to pay rest period premiums to
17 Plaintiff and other aggrieved employees;
- 18 e. Defendants violated Labor Code § 226 by failing to furnish Plaintiff and other
19 aggrieved employees with accurate and compliant itemized wage statements;
- 20 f. Defendants violated Labor Code §§ 201, 202 and 203 by failing to timely pay
21 all final wages due to Plaintiff and other aggrieved employees;
- 22 g. Defendants violated Labor Code § 2802 by failing to reimburse Plaintiff and
23 other aggrieved employees for all necessary business expenditures incurred
24 in the discharge of their duties; and
- 25 h. Defendants violated Labor Code § 1174 by failing to maintain accurate
26 records on behalf of Plaintiff and other aggrieved employees.

27 22. On July 7, 2025, Plaintiff notified Defendants via certified mail, and the California
28 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 21 (a)-(h). Attached hereto as **Exhibit 1** is a true and correct copy of the July 7, 2025 correspondence. Now that sixty-five days have passed from Plaintiff notifying Defendants of these violations, Plaintiff has exhausted her 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 her 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 she is entitled to recover under California Labor Code § 2699(g).

PRAYER

WHEREFORE, Plaintiff prays for judgment for herself 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 21 (a)-(h) 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.

Dated: September 11, 2025

By:

Respectfully submitted,
LIDMAN LAW, APC

Scott M. Lidman

Attorneys for Plaintiff
ALEJANDRA RUIZ

EXHIBIT 1

EXHIBIT 1

LIDMAN LAW

2155 CAMPUS DRIVE, SUITE 150, EL SEGUNDO, CA 90245

OFFICE: (424) 322-4772

FAX: (424) 322-4775

July 7, 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

Kellwood Company, LLC, a Delaware limited liability company

C/O Registered Agent Solutions, Inc.

720 14th Street

Sacramento, CA 95814

Kellwood Apparel, LLC, a Delaware limited liability company

C/O Registered Agent Solutions, Inc.

720 14th Street

Sacramento, CA 95814

Re: *Alejandra Ruiz v. Kellwood Company, LLC, a Delaware limited liability company and Kellwood Apparel, LLC, a Delaware limited liability company*

To Whom It May Concern:

Please be advised that this law firm represents Alejandra Ruiz in claims arising from her employment with Kellwood Company, LLC, a Delaware limited liability company and Kellwood Apparel, LLC, a Delaware limited liability company (collectively “Defendants”). Ms. Ruiz is an “aggrieved employee” as defined by Labor Code sections 2699, *et seq.* due to Defendants’ 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.

Ms. Ruiz, a former non-exempt employee, was employed by Defendants from approximately August 5, 2019 through approximately July 8, 2024. During her employment with Defendants, Ms. Ruiz’s job title was HR Administrator, and her primary duties were completing payroll and recruiting employees.

During her employment with Defendants, Ms. Ruiz was generally scheduled to work Monday through Friday from 8:00 a.m. to 4:30 p.m. Ms. Ruiz often worked 8.5 to 9 hours a day. Defendants required Ms. Ruiz to clock in and out by entering her Employee ID and password into WebClock, a computer application used to keep track and record of her time worked.

During her employment with Defendants, Ms. Ruiz and other hourly, non-exempt employees were not paid for all time worked. Specifically, due to Defendants' work demands, Ms. Ruiz often worked through her meal periods and beyond her scheduled workday to complete work duties. It was Defendants' policies and/or practice to not permit overtime and thus Ms. Ruiz was forced to complete her work duties outside of her scheduled hours. Defendants knew or should have known that Ms. Ruiz was completing work duties off-the-clock, but Defendants failed to compensate Ms. Ruiz for the time worked. Ms. Ruiz 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 they been properly paid for all of the time that they actually worked, they would have been paid additional minimum and/or overtime wages.

During her employment with Defendants, Ms. Ruiz and other hourly, non-exempt employees were not provided all legally required meal periods due to Defendants' meal period policies and practices, which fail to provide duty-free 30-minute duty free first meal periods before the end of the fifth hour of work in violation of California law. As a result of the work demands imposed by Defendants, Defendants often provided meal periods that were either interrupted, late, or otherwise in violation of California law.

Although Ms. Ruiz and other hourly, non-exempt employees were not provided with all legally-compliant meal periods to which they were entitled, Defendants 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.

Ms. Ruiz and other hourly, non-exempt employees were also not authorized and permitted to take all legally required and compliant rest periods due to Defendants' rest period policies and practices and non-exempt employees' heavy workloads. Specifically, Defendants' policies/failed to provide a second rest period. As such, Defendants did not authorize and permit one rest period for every four hours worked, or *major fraction thereof*.

On those occasions when Ms. Ruiz and other hourly, non-exempt employees were not authorized and permitted to take all legally-compliant rest periods to which they were entitled, Defendants 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.

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 Ms. Ruiz and other hourly, non-exempt employees.

Defendants also failed to reimburse Ms. Ruiz and other hourly, non-exempt employees for necessary business expenses incurred during the relevant time period. Specifically, Defendants required Ms. Ruiz and other hourly, non-exempt employees to use their personal cellular phone for business purposes. Accordingly, despite Ms. Ruiz and the other hourly, non-exempt employees being required to use their personal cellular phones, Defendants 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 Defendants' failure to pay all minimum and overtime wages, as well as meal and rest period premium wages, Defendants failed to pay Ms. Ruiz and other former non-exempt employees all wages owed upon termination of employment with Defendants.

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

Minimum Wage Violations

Defendants were required to pay Ms. Ruiz 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. Ms. Ruiz and other aggrieved employees were not paid for all hours worked due to Defendants' work demands and policy and practice of requiring and/or permitting non-exempt employees to perform work duties off-the-clock.

Overtime Violations

Defendants were required to pay Ms. Ruiz 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, Ms. Ruiz and other hourly, non-exempt employees worked overtime hours but were not properly compensated due to Defendants' work demands and policy and practice of requiring and/or permitting non-exempt employees to perform work duties off-the-clock.

Meal Period Violations

As alleged above, Defendants failed to provide Ms. Ruiz 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 Defendants, Ms. Ruiz 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. As a result, their meal periods were often late, short, interrupted, missed, or otherwise unlawful. As a result, Ms. Ruiz 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 Ms. Ruiz and other Aggrieved Employees were not provided with all legally-compliant meal periods to which they were entitled, Defendants failed to compensate Ms. Ruiz 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.

Rest Period Violations

Defendants also failed to authorize and permit Ms. Ruiz and other Aggrieved Employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 1, § 12. As alleged above, Defendants’ 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, Ms. Ruiz 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

Defendants knowingly and intentionally, as a matter of uniform practice and policy, failed to furnish Ms. Ruiz and other Aggrieved Employees with accurate and complete, itemized wage statements that included, among other requirements, all minimum and overtime wages earned and meal and rest period premiums in violation of Labor Code § 226 *et seq.* Defendants’ failure to furnish Ms. Ruiz 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 discrepancies in Defendants' 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. Defendants failed to timely pay Ms. Ruiz and other aggrieved employees all of their final wages at the time of separation, which included, among other things, unpaid minimum and overtime wages, and meal and rest period premium wages.

Pursuant to Labor Code § 203, Defendants' 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 Defendants failed to pay their final wages after their separation, up to a maximum of thirty days.

Failure to Reimburse Necessary Expenditures

As described above, Defendants required Ms. Ruiz 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, Defendants did not reimburse Ms. Ruiz 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. Defendants' 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."). Ms. Ruiz and other aggrieved employees are therefore entitled to reimbursement of such unpaid work expenses with interest.

As an "aggrieved employee," Ms. Ruiz will initiate a civil action on behalf of herself and other Aggrieved Employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Ms. Ruiz's own investigation, and on information and belief, Defendants committed the following Labor Code violations:

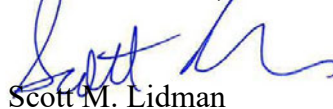
- a) Defendants violated Labor Code §§ 1194, 1194.2, and 1197 by failing to pay Ms. Ruiz and other aggrieved employees the statutory minimum wage for all hours worked;
- b) Defendants violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Ms. Ruiz and other aggrieved employees all overtime compensation earned;

- c) Defendants 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 Ms. Ruiz and other aggrieved employees;
- d) Defendants 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 Ms. Ruiz and other aggrieved employees;
- e) Defendants violated Labor Code § 226 by failing to furnish Ms. Ruiz and other aggrieved employees with accurate and compliant itemized wage statements;
- f) Defendants violated Labor Code §§ 201, 202 and 203 by failing to timely pay all final wages due to Ms. Ruiz and other aggrieved employees;
- g) Defendants violated Labor Code § 2802 by failing to reimburse Ms. Ruiz and other aggrieved employees for all necessary business expenditures incurred in the discharge of their duties; and
- h) Defendants violated Labor Code § 1174 by failing to maintain accurate records on behalf of Ms. Ruiz and other aggrieved employees.

Pursuant to Labor Code section 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,

LIDMAN LAW, APC



Scott M. Lidman