

LIDMAN LAW, APC
 Scott M. Lidman (SBN 199433)
 slidman@lidmanlaw.com
 Milan Moore (SBN 308095)
 mmoore@lidmanlaw.com
 Tiara Gose-Hardy (SBN 323823)
 tgose@lidmanlaw.com
 2155 Campus Drive, Suite 150
 El Segundo, California 90245
 Tel: (424) 322-4772
 Fax: (424) 322-4775

Attorneys for Plaintiff
 CRISTIAN MALDONADO

HAINES LAW GROUP, APC
 Paul K. Haines (SBN 248226)
 phaines@haineslawgroup.com
 2155 Campus Drive, Suite 180
 El Segundo, California 90245
 Tel: (424) 292-2350
 Fax: (424) 292-2355

Attorneys for Plaintiff
 CRISTIAN MALDONADO

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

CRISTIAN MALDONADO, as an individual
 and on behalf of all others similarly situated,

Plaintiff,

vs.

KANSAS MARINE, INC., a California
 corporation; and DOES 1 through 100,
 inclusive,

Defendants.

Case No.: 25STCV28598

**FIRST AMENDED CLASS AND
 REPRESENTATIVE ACTION
 COMPLAINT:**

- (1) **FAILURE TO PAY ALL
 OVERTIME WAGES OWED
 (LABOR CODE §§ 204, 510, 558,
 1194, 1198)**
- (2) **FAILURE TO PAY ALL MINIMUM
 WAGES OWED (LABOR CODE §§
 1182.12, 1194, 1194.2, 1197);**
- (3) **FAILURE TO PROVIDE MEAL
 PERIODS (LABOR CODE §§ 226.7,
 512, 558);**
- (4) **FAILURE TO AUTHORIZE AND
 PERMIT ALL REST PERIODS
 (LABOR CODE §§ 226.7, 516, 558);**
- (5) **FAILURE TO PROVIDE
 ACCURATE, ITEMIZED WAGE
 STATEMENTS (LABOR CODE §
 226 *et seq.*);**

FILED
 Superior Court of California
 County of Los Angeles

12/01/2025

David W. Slayton, Executive Officer / Clerk of Court

By: M. Arellanes Deputy

1 (6) FAILURE TO REIMBURSE
2 NECESSARY BUSINESS
3 EXPENSES (LABOR CODE § 2802);

4 (7) FAILURE TO PAY ALL WAGES
5 OWED UPON TERMINATION
6 (LABOR CODE §§ 201-203);

7 (8) UNFAIR COMPETITION (BUS &
8 PROF CODE § 17200 *et seq.*); and

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

12 DEMAND FOR JURY TRIAL
13 UNLIMITED CIVIL CASE
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 Plaintiff Cristian Maldonado (“Plaintiff”), on behalf of himself and all others similarly
2 situated, hereby brings this First Amended Class and Representative Action Complaint (“FAC”)
3 against Kansas Marine, Inc., a California corporation; and DOES 1 to 100, inclusive (collectively
4 “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of himself and all others similarly situated, hereby brings this
7 FAC for recovery of unpaid wages, interest, and penalties under California Business &
8 Professions Code § 17200 *et seq.*, Labor Code §§ 201-204, 218 *et seq.*, 226 *et seq.*, 226.7, 510,
9 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2698 *et seq.*, 2802, and Industrial Welfare
10 Commission Wage Order 9 (“Wage Order 9”), in addition to seeking declaratory relief and
11 restitution. This FAC is brought pursuant to California Code of Civil Procedure § 382. This Court
12 has jurisdiction over Defendants’ violations of the California Labor Code because the amount in
13 controversy exceeds this Court’s jurisdictional minimum.

14 **VENUE**

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

20 **PARTIES**

21 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
22 Plaintiff was and currently is, a California resident. During the four years immediately preceding
23 the filing of the lawsuit in this action and within the statute of limitations periods applicable to
24 each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt
25 employee. Plaintiff was, and is, a victim of Defendants’ policies and/or practices complained of
26 herein, lost money and/or property, and has been deprived of the rights guaranteed by Labor Code
27 §§ 201-204, 218 *et seq.*, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197,
28 1198, 2698 *et seq.*, 2802; California Business & Professions Code § 17200 *et seq.* (“Unfair

Competition Law”); and Wage Order 9, which sets employment standards for the Transportation Industry, which includes the industry in which Plaintiff worked for Defendants.

4. Plaintiff is informed and believes, and based thereon alleges, that during the four years preceding the filing of the lawsuit and continuing to the present, Defendants did (and continue to do) business by distributing goods and services to major cruise ships. 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 FAC 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 the Classes (as defined in Paragraph 21) 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 members of the Classes.

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,

1 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all
2 members of the Classes.

3 **GENERAL FACTUAL ALLEGATIONS**

4 9. Plaintiff was employed by Defendants as a non-exempt employee from
5 approximately April 2023 through approximately October 2024. Plaintiff was a non-exempt
6 worker in the Shipping and Receiving Department, and his job duties included without limitation,
7 loading and unloading trucks, operating a forklift, and organizing products.

8 10. Plaintiff typically worked Monday through Saturday. He was generally scheduled
9 to work 10-16 hours per workday. Defendants required Plaintiff to clock in and out by scanning
10 his fingerprint and face into a timeclock at Defendants' facility.

11 11. During his employment with Defendants, Plaintiff was not paid for all time
12 worked. Plaintiff regularly worked in excess of eight hours in a workday and/or forty hours in a
13 workweek, but did not receive proper overtime compensation equal to one and one-half times his
14 regular rate of pay for all overtime hours worked. Specifically, Defendants paid Plaintiff bonuses
15 and/or other forms of pay not properly excludable as a matter of law when calculating Plaintiff's
16 regular rate of pay (hereinafter referred to as "Incentive Pay"). Despite Defendants' payment of
17 Incentive Pay to Plaintiff, Defendants failed to include the Incentive Pay when calculating his
18 regular rate of pay for purposes of overtime, thereby causing Plaintiff to be underpaid for all his
19 required overtime wages.

20 12. Further, Plaintiff was not paid all minimum wages owed to him. Defendants had a
21 policy/practice of requiring Plaintiff and other non-exempt employees to perform work while they
22 were clocked out, including during meal periods. This practice by Defendants resulted in
23 Defendants not paying Plaintiff for all wages owed for the work he performed, including failing
24 to pay him all required minimum and overtime wages.

25 13. Throughout Plaintiff's employment with Defendants, Plaintiff was not provided
26 all required meal periods due to Defendants' meal period policies and practices, which fail to
27 provide a duty-free 30-minute first meal period before the end of the fifth hour of work. Plaintiff's
28 meal periods took place after the fifth hour of work and/or were interrupted by Defendants.

Further, Defendants' meal period policies and practices fail to provide Plaintiff and the other non-exempt employees a second meal period for shifts over 10.0 hours. As a result, when Plaintiff worked in excess of 10.0 hours, as he regularly did, he was not provided with a second 30-minute meal period in violation of California law.

14. 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.

15. Plaintiff was also not authorized and permitted to take required rest periods due to Defendants' rest period policies and practices. Defendants' rest period policies and practices fail to authorize and permit rest periods for every four hours worked, or *major fraction thereof*. Further, when Plaintiff worked in excess of 10.0 hours, he was not authorized and permitted to take a third 10-minute rest period in violation of California law.

16. 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.

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

18. During his employment with Defendants, Plaintiff was not reimbursed for all necessary business expenses incurred during the relevant time period. Specifically, Defendant required Plaintiff to use his personal cellular phone and purchase personal protective equipment (PPE) to discharge his duties. Accordingly, despite the non-exempt employees being required to use their personal cellular phone and/or purchase PPE, 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.

1 19. As a result of Defendants' failure to pay all overtime and/or minimum wages
2 owed, and failure to pay all meal and rest period premium wages, Defendants failed to pay
3 Plaintiff all wages owed upon his separation of employment with Defendants.

4 20. As a result of all of the aforementioned Labor Code violations, Defendants are
5 liable for civil penalties under the Labor Code Private Attorney General Act.

6 **CLASS ACTION ALLEGATIONS**

7 21. **Class Definitions:** Plaintiff brings this action on behalf of himself and the
8 following Classes pursuant to § 382 of the Code of Civil Procedure:

9 a. The Overtime Class consists of all of Defendants' current and former non-exempt
10 employees in California who worked in excess of 8 hours in a work day and/or in
11 excess of 40 hours in a work week, and were subject to Defendants' timekeeping
12 policies/practices during the four years preceding the filing of the lawsuit through
13 the present.

14 b. The Minimum Wage Class consists of all of Defendants' current and former non-
15 exempt employees in California who were subject to Defendants' timekeeping
16 policies/practices during the four years preceding the filing of the lawsuit through
17 the present.

18 c. The Meal Period Class consists of all of Defendants' current and former non-
19 exempt employees in California who worked at least one shift in excess of 5.0 or
20 at least one shift in excess of 10 hours during the four years immediately preceding
21 the filing of the lawsuit through the present.

22 d. The Rest Period Class consists of all of Defendants' current and former non-
23 exempt employees in California who worked at least one shift of 3.5 hours during
24 the four years immediately preceding the filing of the lawsuit through the present.

25 e. The Wage Statement Class consists of all members of the: (i) Overtime Class; (ii)
26 Minimum Wage Class; (iii) Meal Period Class; (iv) Rest Period Class; and/or all
27 of Defendants' current and former employees who received a wage statement from
28

Defendants during the one year immediately preceding the filing of the lawsuit through the present.

f. The Reimbursement Class consists of all of Defendants' current and former non-exempt employees who worked in California and used their personal cellular phones and/or purchased PPE in connection with the discharge of their work duties during the four years immediately preceding the filing of the lawsuit through the present.

g. The Waiting Time Penalty Class consists of all members of the: (i) Overtime Class; (ii) Minimum Wage Class; (iii) Meal Period Class; and/or (iv) Rest Period Class who separated their employment with Defendants during the three years immediately preceding the filing of the lawsuit through the present.

h. The UCL Class consists of members of (i) Overtime Class; (ii) Minimum Wage Class; (iii) Meal Period Class, (iv) Rest Period; (v) Reimbursement Class; and/or (vi) Waiting Time Penalty Class during the four years immediately preceding the filing of the lawsuit through the present.

22. Plaintiff reserves the right under Rule 3.765(b) of the California Rules of Court, to amend or modify the description of the various classes with greater specificity or further division into subclasses or limitation to particular issues.

23. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the Classes is unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number greater than forty-five (45) individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

24. **Common Questions of Law and Fact Predominate/Well Defined Community of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated employees, which predominate over questions affecting only individual members. Those common questions include, without limitation:

- i. Whether Defendants properly paid all minimum wages and/or overtime wages to members of the Minimum Wage Class and Overtime Class pursuant to Labor Code §§ 204, 221, 510, 558, 1192, 1194, 1194.2, 1197, 1197.1, 1198, and 1774;
- ii. Whether Defendants provided all legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- iii. Whether Defendants authorized and permitted all legally compliant rest periods to members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- iv. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226;
- v. Whether Defendants properly reimbursed the members of the Reimbursement Class for all necessary business expenses incurred pursuant to Labor Code § 2802;
- vi. Whether Defendants paid all wages owed to their terminated/separated employees at the time of said termination/separation pursuant to Labor Code §§ 201-203; and
- vii. Whether Defendants engaged in unlawful, unfair, illegal, and/or deceptive business practices by and through the wage and hour policies and practices described above, and whether as a result Defendants owe the classes restitution.

25. **Predominance of Common Questions:** Common questions of law and fact predominate over questions that affect only individual members of the Classes. The common questions of law set forth above are numerous and substantial and stem from Defendants' policies and/or practices applicable to each individual class member, such as Defendants' uniform calculation of overtime rate of pay, meal and rest period policies/practices, and policies and practices regarding final payment of wages. As such, the common questions predominate over individual questions concerning each individual class member's showing as to their eligibility for recovery or as to the amount of their damages.

26. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s) of limitations period applicable to each cause of action pled in the lawsuit. As alleged herein, Plaintiff, like the members of the Classes, was not provided all legally required minimum

1 and overtime wages, was not provided with all required meal periods, was not authorized and
2 permitted to take all required rest periods, did not receive meal and rest period premium wages
3 when he was not provided compliant meal periods or not authorized or permitted to take
4 compliant rest periods, was not reimbursed for all necessary business expenses, and was not
5 provided with all wages due upon termination.

6 27. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps
7 to represent fairly and adequately the interests of the members of the Classes. Moreover,
8 Plaintiff's attorneys are ready, willing and able to fully and adequately represent the members of
9 the Classes and Plaintiff. Plaintiff's attorneys have prosecuted and defended numerous wage-
10 and-hour class actions in state and federal courts in the past and are committed to vigorously
11 prosecuting this action on behalf of the members of the Classes.

12 28. **Superiority:** The California Labor Code is broadly remedial in nature and serves
13 an important public interest in establishing minimum working conditions and standards in
14 California. These laws and labor standards protect the average working employee from
15 exploitation by employers who have the responsibility to follow the laws and who may seek to
16 take advantage of superior economic and bargaining power in setting onerous terms and
17 conditions of employment. The nature of this action and the format of laws available to Plaintiff
18 and members of the Classes make the class action format a particularly efficient and appropriate
19 procedure to redress the violations alleged herein. If each employee were required to file an
20 individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they
21 would be able to exploit and overwhelm the limited resources of each individual plaintiff with
22 their vastly superior financial and legal resources. Moreover, requiring each member of the
23 Classes to pursue an individual remedy would also discourage the assertion of lawful claims by
24 employees who would be disinclined to file an action against their former and/or current employer
25 for real and justifiable fear of retaliation and permanent damages to their careers at subsequent
26 employment. Further, the prosecution of separate actions by the individual class members, even
27 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
28 with respect to the individual class members against Defendants herein; and which would

1 establish potentially incompatible standards of conduct for Defendants; and/or legal
2 determinations with respect to individual class members which would, as a practical matter, be
3 dispositive of the interest of the other class members not parties to adjudications or which would
4 substantially impair or impede the ability of the class members to protect their interests. Further,
5 the claims of the individual members of the Classes are not sufficiently large to warrant vigorous
6 individual prosecution considering all of the concomitant costs and expenses attending thereto.
7 As such, the Classes identified in Paragraph 21 are maintainable as a Class under § 382 of the
8 Code of Civil Procedure.

9 **FIRST CAUSE OF ACTION**

10 **FAILURE TO PAY ALL OVERTIME WAGES**

11 **(AGAINST ALL DEFENDANTS)**

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

13 30. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194 and
14 1198 which provide that all non-exempt employees are entitled to all overtime wages for all
15 overtime worked (hours in excess of 8 in one day and/or 40 in one week), and provide a private
16 right of action for the failure to pay all overtime compensation for overtime work performed.

17 31. At all times relevant herein, Defendants were required to properly compensate
18 Plaintiff and the members of the Overtime Class for all overtime hours worked pursuant to
19 California Labor Code §§ 510 and 1194, and Wage Order 9. Labor Code § 510 and Wage Order
20 9, Section 3 require an employer to pay an employee “one and one-half (1½) times the regular
21 rate of pay” for work in excess of 8 hours per workday and/or in excess of 40 hours per workweek.
22 Labor Code § 510 and Wage Order 9, Section 3 also require an employer to pay an employee
23 double the employee’s regular rate for work in excess of 12 hours each workday and/or in excess
24 of 8 hours on the seventh consecutive day of work in the workweek. Defendants caused Plaintiff
25 and the members of the Overtime Class to work in excess of 8 hours in a workday and/or 40 hours
26 in a workweek but did not properly compensate Plaintiff and the members of the Overtime Class
27 at one and one-half their regular rate of pay for such hours. Defendants also caused Plaintiff and
28 the members of the Overtime Class to work in excess of 12 hours in a workday but did not

properly compensate Plaintiff and the members of the Overtime Class at double their regular rate of pay for such hours.

32. The foregoing practices and policies are unlawful and create entitlement to recovery by Plaintiff and the members of the Overtime Class in a civil action for the unpaid amount of overtime premium owing, including interest thereon, as well as statutory penalties, civil penalties, and attorneys' fees and costs of suit, pursuant to Labor Code §§ 204, 218.5, 218.6, 510, 558, 1194 and 1198, Wage Order 9, California Code of Civil Procedure § 1021.5 California Code of Civil Procedure § 1021.5, and Civil Code §§ 3287(b) and 3289.

SECOND CAUSE OF ACTION

FAILURE TO PAY ALL MINIMUM WAGES OWED

(AGAINST ALL DEFENDANTS)

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

34. This cause of action is brought pursuant to Labor Code §§ 204, 558, 1194 and 1198 which provide that all non-exempt employees are entitled to all minimum wages for all hours worked, and provide a private right of action for the failure to pay all minimum wage compensation for all work performed.

35. At all times relevant herein, Defendants were required to properly compensate Plaintiff and the members of the Minimum Wage Class for all hours worked pursuant to California Labor Code §§ 1194, 1197 and 1198, and Wage Order 9. Wage Order 9, Section 4 requires an employer to pay to every employee on the established payday for the period involved not less than the applicable minimum wage for all hours worked in the payroll period. Defendants caused Plaintiff and the members of the Minimum Wage Class to work hours in a workweek but did not properly compensate Plaintiff and the members of the Minimum Wage Class at least minimum wages for such hours.

36. At all times relevant herein, Defendants lacked good faith and had no reasonable grounds for believing that their practices in failing to pay all minimum wages owed at the applicable rate was not a violation of any provision of the Labor Code relating to minimum wage, or an order of the Industrial Welfare Commission. Defendants, therefore, in addition to owing

1 minimum wages to Plaintiff and the members of the Minimum Wage Class, also owe liquidated
2 damages in an amount equal to the wages unlawfully unpaid, and interest thereon, pursuant to
3 Labor Code § 1194.2.

4 37. The foregoing practices and policies are unlawful and create entitlement to
5 recovery by Plaintiff and the members of the Minimum Wage Class in a civil action for the unpaid
6 amount of minimum wages owing, including interest thereon, as well as statutory penalties,
7 liquidated damages, civil penalties, and attorneys' fees and costs of suit, pursuant to Labor Code
8 §§ 204, 218.5, 218.6, 558, 1194, 1194.2, 1197, 1197.1 and 1198, Wage Order 9, California Code
9 of Civil Procedure § 1021.5 California Code of Civil Procedure § 1021.5, and Civil Code §§
10 3287(b) and 3289.

11 **THIRD CAUSE OF ACTION**

12 **FAILURE TO PROVIDE MEAL PERIODS**

13 **(AGAINST ALL DEFENDANTS)**

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

15 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants
16 failed in their affirmative obligation to provide all of their non-exempt employees in California,
17 including Plaintiff and members of the Meal Period Class, with all legally compliant meal periods
18 in accordance with the mandates of the California Labor Code and Wage Order 9, § 11. Despite
19 Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiff and members
20 of the Meal Period Class at their respective regular rates of compensation, in accordance with
21 California Labor Code §§ 226.7, and 512.

22 40. As a result, Defendants are responsible for paying premium compensation for meal
23 period violations including interest thereon, as well as statutory penalties, civil penalties, and
24 costs of suit, pursuant to Labor Code §§ 226.7, 512, and 558, Wage Order 9, California Code of
25 Civil Procedure § 1021.5 and Civil Code §§ 3287(b) and 3289.

26 //

27 //

28 //

1 **FOURTH CAUSE OF ACTION**

2 **FAILURE TO AUTHORIZE AND PERMIT ALL REST PERIODS**

3 **(AGAINST ALL DEFENDANTS)**

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

5 42. Wage Order 9, § 12 and California Labor Code §§ 226.7 and 516 establish the
6 right of employees to be authorized and permitted to take a paid rest period of at least ten (10)
7 minutes net rest time for each four (4) hour period worked, or *major fraction thereof*.

8 43. As alleged herein, Defendants failed to authorize and permit Plaintiff and members
9 of the Rest Period Class to take all required rest periods.

10 44. The foregoing violations create an entitlement to recovery by Plaintiff and
11 members of the Rest Period Class in a civil action for the unpaid amount of rest period premiums
12 owing, including interest thereon, as well as statutory penalties, civil penalties, and costs of suit
13 according to California Labor Code §§ 226.7, 516, 558, Wage Order 9, California Code of Civil
14 Procedure § 1021.5, and Civil Code §§ 3287(b) and 3289.

15 **FIFTH CAUSE OF ACTION**

16 **FAILURE TO PROVIDE ACCURATE, ITEMIZED WAGE STATEMENTS**

17 **(AGAINST ALL DEFENDANTS)**

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

19 46. Plaintiff is informed and believes, and based thereon alleges, that Defendants
20 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
21 and members of the Wage Statement Class with complete and accurate wage statements with
22 respect to total gross wages earned, total net wages earned, and meal and rest period premium
23 wages owed, all in violation of Labor Code § 226 *et seq.*

24 47. Defendants' failures in furnishing Plaintiff and members of the Wage Statement
25 Class with complete and accurate itemized wage statements resulted in actual injury, as said
26 failures led to, among other things, meal and rest period premium wages, and deprived them of
27 the information necessary to identify the discrepancies in Defendants' reported data.

28 //

1 48. Defendants' failures create an entitlement to recovery by Plaintiff and members of
2 the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor
3 Code § 226 *et seq.*, including statutory penalties, civil penalties, reasonable attorneys' fees, and
4 costs of suit according to California Labor Code § 226 *et seq.*

5 **SIXTH CAUSE OF ACTION**

6 **FAILURE TO INDEMNIFY ALL NECESSARY BUSINESS EXPENDITURES**

7 **(AGAINST ALL DEFENDANTS)**

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

9 50. This cause of action is brought pursuant to Labor Code § 2802, which requires an
10 employer to "indemnify his or her employees for all necessary expenditures or losses incurred by
11 the employee in direct consequence of the discharge of his or her duties, or of his or her obedience
12 to the directions of the employer."

13 51. As alleged herein, and due to their unlawful reimbursement policies and/or
14 practices, Defendants failed to indemnify Plaintiff and the members of the Reimbursement Class
15 all of their necessary business expenses, including, among other things, expenses related to their
16 use of their personal cellular phones and their purchase of personal protective equipment.

17 52. As a proximate result of Defendants' failure to indemnify Plaintiff and the
18 members of the Reimbursement Class for their necessary business expenses incurred, Plaintiff
19 and members of the Reimbursement Class are entitled to damages, attorneys' fees and costs of
20 suit, and interest thereon, in sums to be shown according to proof at trial, pursuant to Labor Code
21 § 2802.

22 **SEVENTH CAUSE OF ACTION**

23 **FAILURE TO PAY ALL WAGES OWED UPON TERMINATION**

24 **(AGAINST ALL DEFENDANTS)**

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

26 54. This cause of action is brought pursuant to Labor Code §§ 201-203 which require
27 an employer to pay all wages immediately at the time of termination of employment in the event
28 the employer discharges the employee or the employee provides at least 72 hours of notice of

1 his/her intent to quit. In the event the employee provides less than 72 hours of notice of his/her
2 intent to quit, said employee's wages become due and payable not later than 72 hours upon said
3 employee's last date of employment.

4 55. Defendants failed to timely pay Plaintiff all of his final wages at the time of
5 termination, which include, among other things, underpaid minimum wages, overtime wages and
6 meal period and rest period premium wages. Further, Plaintiff is informed and believes, and
7 based thereon alleges, that as a matter of uniform policy and practice, Defendants continue to fail
8 to pay members of the Waiting Time Penalty Class all earned wages at the end of employment in
9 a timely manner pursuant to the requirements of Labor Code §§ 201-203. Defendants' failure to
10 pay all final wages was willful within the meaning of Labor Code § 203.

11 56. Defendants' willful failure to timely pay Plaintiff and the members of the Waiting
12 Time Penalty Class their earned wages upon separation from employment results in a continued
13 payment of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff
14 and members of the Waiting Time Penalty Class are entitled to compensation pursuant to Labor
15 Code § 203, plus reasonable attorneys' fees and costs of suit.

16 **EIGHTH CAUSE OF ACTION**

17 **UNFAIR COMPETITION**

18 **(AGAINST ALL DEFENDANTS)**

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

20 58. Defendants have engaged and continue to engage in unfair and/or unlawful
21 business practices in California in violation of California Business and Professions Code § 17200
22 *et seq.*, by failing to pay all overtime and/or minimum wages owed, failing to provide all required
23 meal periods and failing to authorize and permit all required rest periods, and failing to pay meal
24 and rest period premium wage payments.

25 59. Defendants' utilization of these unfair and/or unlawful business practices deprived
26 Plaintiff and continues to deprive members of the Classes of compensation to which they are
27 legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage
28 over Defendants' competitors who have been and/or are currently employing workers and

attempting to do so in honest compliance with applicable wage and hour laws.

60. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged herein, Plaintiff for himself and on behalf of the members of the Classes, seeks full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

61. The acts complained of herein occurred within the last four years immediately preceding the filing of the lawsuit in this action.

62. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and those of the Classes, to obtain restitution and injunctive relief on behalf of Defendants' current non-exempt employees, and to enforce important rights affecting the public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which he is entitled to recover under Code of Civil Procedure § 1021.5.

NINTH CAUSE OF ACTION

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004

(AGAINST ALL DEFENDANTS)

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

64. 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 § 2802 by failing to reimburse Plaintiff and other aggrieved employees for all necessary expenditures incurred;
- g. Defendant violated Labor Code §§ 201, 202 and 203 by failing to timely pay all final wages due to Plaintiff and other aggrieved employees; and
- h. Defendant violated Labor Code § 1174 by failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees.

65. On September 25, 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 64 (a)-(h). Attached hereto as **Exhibit 1** is a true and correct copy of the September 25, 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.

66. 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. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
4. Upon the First Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194 and 1198.
5. Upon the Second Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 204, 558, 1194, 1197, 1197.1 and 1198;
6. Upon the Third Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;
7. Upon the Fourth Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;
8. Upon the Fifth Cause of Action, for statutory wage statement penalties pursuant to Labor Code § 226 *et seq.*;
9. Upon the Sixth Cause of Action, for compensatory and special damages according to proof pursuant to Labor Code § 2802;
10. Upon the Seventh Cause of Action, for waiting time penalties pursuant to Labor § 203;
11. Upon the Eighth Cause of Action, for restitution to Plaintiff and members of the Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or

practices declared by this Court to be in violation of Business and Professions Code § 17200 *et seq.*;

12. Upon the Ninth 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 64 (a)-(h) above.

13. Prejudgment interest on all due and unpaid wages pursuant to California Labor Code § 218.6 and Civil Code §§ 3287 and 3289;

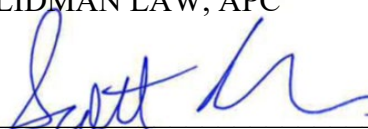
14. On all causes of action, for attorneys' fees and costs as provided by Labor Code § 218.5 and Code of Civil Procedure § 1021.5 and all other applicable statutes; and

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

Dated: December 1, 2025

Respectfully submitted,
LIDMAN LAW, APC

By:



Scott M. Lidman
Milan Moore
Tiara Gose-Hardy

Attorneys for Plaintiff
CRISTIAN MALDONADO

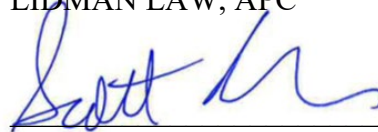
DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

Dated: December 1, 2025

Respectfully submitted,
LIDMAN LAW, APC

By:



Scott M. Lidman
Milan Moore
Tiara Gose-Hardy

Attorneys for Plaintiff
CRISTIAN MALDONADO

EXHIBIT 1

EXHIBIT 1

LIDMAN LAW

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

OFFICE: (424) 322-4772

FAX: (424) 322-4775

September 25, 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**

Kansas Marine, Inc., a California corporation
c/o Daniel Doizaki, Registered Agent
625 Kohler Street
Los Angeles, CA 90021

Re: *Cristian Maldonado v. Kansas Marine, Inc., a California corporation*

To Whom It May Concern:

Please be advised that this law firm represents Cristian Maldonado in claims arising from his employment with Kansas Marine, Inc., a California corporation (“Defendant”). Mr. Maldonado 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-paid 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. Maldonado, a former non-exempt employee, was employed by Defendant from about April 2023 through approximately October 2024. During his employment with Defendant, Mr. Maldonado worked in the Shipping and Receiving Department and his job duties included, without limitation, loading and unloading trucks, operating a forklift, and organizing products.

During his employment with Defendant, Mr. Maldonado was generally scheduled to work Monday through Saturday and worked 10-16 hours per workday. Defendant required Mr. Maldonado to clock in and out each day by scanning his fingerprint and fact into a timeclock at Defendant’s facility.

Mr. Maldonado received various forms of non-discretionary bonuses 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. Maldonado and other non-exempt employees were pursuant to Defendant's uniform policies and practices. Despite Defendant's payment of Incentive Pay to Mr. Maldonado, Defendant failed to include all forms of Incentive Pay when calculating Mr. Maldonado's regular rate of pay, thereby causing Mr. Maldonado to be underpaid for all of his required overtime wages.

During Mr. Maldonado's employment with Defendant, he and other hourly, non-exempt employees were not paid all minimum wages owed. Specifically, Defendant had a policy/practice of requiring Mr. Maldonado and other non-exempt employees to perform work while they were clocked out, including during meal periods. This practice by Defendant resulted in Defendant not paying Mr. Maldonado and other hourly, non-exempt employees for all wages owed for the work they performed, including failing to pay them all required minimum and overtime wages.

Throughout his employment with Defendant, Mr. Maldonado and other hourly, non-exempt employees were not provided all legally required meal periods due to Defendant's meal period policies and practices, which fail to provide 30-minute duty free first meal periods before the end of the fifth hour of work in violation of California law. Mr. Maldonado's meal periods took place after the fifth hour of work and/or were interrupted by Defendant. Further, Defendant's meal period policies and practices fail to provide Mr. Maldonado and the other hourly, non-exempt employees a second meal period for shifts over 10.0 hours.

Although Mr. Maldonado 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. Maldonado and other hourly, 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

Throughout Mr. Maldonado's employment with Defendant, Mr. Maldonado and other hourly, non-exempt employees were not authorized and permitted to take legally required 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 10-minute rest periods for every four hours worked, *or major fraction thereof*.

On those occasions when Mr. Maldonado and other hourly, 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. Maldonado and the 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.

As a result of Defendant's failure to pay all minimum and overtime wages and meal and rest period premium wages, Defendant maintained inaccurate payroll records and issued inaccurate wage statements to Mr. Maldonado and other hourly, non-exempt employees. Furthermore, Defendant issued non-compliant wage statements to Mr. Maldonado and other non-exempt employees by failing to accurately include all information required by California law, including, but not limited to, gross wages earned.

Defendant also failed to reimburse Mr. Maldonado and other hourly, non-exempt employees for necessary business expenses incurred during the relevant time period. Specifically, Defendant required Mr. Maldonado and other hourly, non-exempt employees to use their personal cellular phone and

purchase personal protective equipment (PPE) for business purposes but were not reimbursed for the usage. Accordingly, despite Mr. Maldonado and the other non-exempt employees being required to use their personal cellular phones and/or purchase PPE, Defendant did not reimburse them 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 further result of Defendant's failure to pay Mr. Maldonado and other non-exempt employees all minimum and overtime wages and meal and rest period premium wages, Defendant failed to pay all wages to Mr. Maldonado and other formerly employed non-exempt employees at the separation of their employment.

As described above, Defendant committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 9 ("Wage Order 9"):

Minimum Wage Violations

Defendant was required to pay Mr. Maldonado 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, 1197.1; The Wage Order 9, § 4. Mr. Maldonado and other aggrieved employees were not paid for all hours worked due to Defendant's unlawful practices and procedures. As alleged above, Defendant's unlawful policies and procedures required work to be performed off-the-clock. These practices by Defendant resulted in Defendant not paying Mr. Maldonado and other aggrieved employees for all wages owed for the work they performed, including failing to pay them all required minimum wages.

Overtime Violations

Defendant was required to pay Mr. Maldonado 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 9, § 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." As alleged above, Defendant paid Mr. Maldonado bonuses and/or other forms of pay not properly excludable as a matter of law when calculating Mr. Maldonado's regular rate of pay (hereinafter referred to as "Incentive Pay"). Despite Defendant's payment of Incentive Pay to Mr. Maldonado, Defendant failed to include the Incentive Pay when calculating his regular rate of pay for purposes of overtime, thereby causing Mr. Maldonado to be underpaid for all his required overtime wages. As a result of Defendant's policies and/or practices that fail to compensate for all hours worked at the correct overtime rate, Mr. Maldonado and other aggrieved employees were deprived all required overtime wages earned.

Meal Period Violations

As alleged above, Defendant failed to provide Mr. Maldonado and other Aggrieved Employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 9, § 11. Specifically, Mr. Maldonado 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, Mr. Maldonado 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. Maldonado and other Aggrieved Employees were not provided with all legally-compliant meal periods to which they were entitled, Defendant failed to compensate Mr. Maldonado 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

Defendant also failed to authorize and permit Mr. Maldonado and other Aggrieved Employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 9, § 12. As alleged above, Defendant’s rest period policies/practices fail to authorize and permit all 10-minute rest periods for every four hours worked, or *major fraction thereof*. As a result, Mr. Maldonado 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. Maldonado and other Aggrieved Employees with accurate and complete, itemized wage statements that included, among other requirements, gross wages earned, in violation of Labor Code § 226 *et seq.* Defendant’s failure to furnish Mr. Maldonado 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 minimum and overtime wages, as well as meal and rest period premium wages, and deprived them of the information necessary to identify discrepancies in Defendant’s reported data.

Failure to Reimburse Necessary Expenditures

As described above, Defendant required Mr. Maldonado and other Aggrieved Employees to use their personal cellular phone and purchase personal protective equipment to discharge their duties. Accordingly, despite the Aggrieved Employees being required to use their personal cellular phone and/or purchase PPE, Defendant did not reimburse Mr. Maldonado or other Aggrieved 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 9, 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.

Maldonado and other Aggrieved Employees are therefore entitled to reimbursement of such unpaid work expenses with interest.

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. Maldonado and other aggrieved employees all of their final wages at the time of separation, which included, among other things, underpaid minimum and overtime wages, and meal and rest period premium wages.

As an “aggrieved employee,” Mr. Maldonado 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. Maldonado’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. Maldonado 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. Maldonado 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. Maldonado 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. Maldonado and other aggrieved employees;
- e) Defendant violated Labor Code § 226 by failing to furnish Mr. Maldonado and other aggrieved employees with accurate and compliant itemized wage statements;
- f) Defendant violated Labor Code § 2802 by failing to reimburse Mr. Maldonado and other aggrieved employees for all necessary expenditures incurred;
- g) Defendant violated Labor Code §§ 201, 202 and 203 by failing to timely pay all final wages due to Mr. Maldonado and other aggrieved employees; and
- h) Defendant violated Labor Code § 1174 by failing to maintain accurate records on behalf of Mr. Maldonado 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