

LIDMAN LAW, APC
Scott M. Lidman (SBN 199433)
slidman@lidmanlaw.com
Elizabeth Nguyen (SBN 238571)
enguyen@lidmanlaw.com
Milan Moore (SBN 308095)
mmoore@lidmanlaw.com
2155 Campus Drive, Suite 150
El Segundo, California 90245
Tel: (424) 322-4772
Fax: (424) 322-4775

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
DAWN WILLIAMSON

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

DAWN WILLIAMSON, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

SEAPORT GROUP ENTERPRISES, LLC, a
California limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 37-2023-00011420-CU-OE-CTL

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

- (1) FAILURE TO PROVIDE MEAL PERIODS (LABOR CODE §§ 226.7, 512, 558);**
- (2) FAILURE TO PROVIDE ACCURATE, ITEMIZED WAGE STATEMENTS (LABOR CODE § 226 *et seq.*);**
- (3) UNFAIR COMPETITION (BUS & PROF CODE § 17200 *et seq.*); and**
- (4) CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698 *et seq.*)**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Dawn Williamson (“Plaintiff”), on behalf of herself and all others similarly
2 situated, hereby brings this First Amended Class and Representative Action Complaint (“FAC”)
3 against Seaport Group Enterprises, a California 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 others similarly situated, hereby brings this
7 FAC for recovery of unpaid wages and penalties under California Business and Professions Code
8 § 17200 *et seq.*, Labor Code §§ 226 *et seq.*, 226.7, 512, 558, 2698 *et seq.*, and Industrial Welfare
9 Commission Wage Order 8 (the “Wage Order 8”), in addition to seeking declaratory relief and
10 restitution. This FAC is brought pursuant to California Code of Civil Procedure § 382. This Court
11 has jurisdiction over Defendants’ violations of the California Labor Code because the amount in
12 controversy exceeds this Court’s jurisdictional minimum.

13 **VENUE**

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

19 **PARTIES**

20 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
21 Plaintiff was a California resident. During the four years immediately preceding the filing of the
22 lawsuit in this action and within the statute of limitations periods applicable to each cause of
23 action pled herein, Plaintiff was employed by Defendants as a non-exempt employee. Plaintiff
24 was, and is, a victim of Defendants’ policies and/or practices complained of herein, lost money
25 and/or property, and has been deprived of the rights guaranteed by Labor Code §§ 226 *et seq.*,
26 226.7, 512, 558, 2698 *et seq.*, and California Business and Professions Code § 17200 *et seq.*
27 (“Unfair Competition Law” or “UCL”); and Wage Order 8, which sets employment standards for
28 the industries handling products after harvest, which includes the industry in which Plaintiff

1 worked for Defendants.

2 4. Plaintiff is informed and believes, and based thereon alleges, that during the four
3 years preceding the filing of the lawsuit and continuing to the present, Defendants did (and
4 continue to do) business by cutting and packaging meat for delivery to restaurants. Defendants
5 employed Plaintiff and other, similarly-situated non-exempt employees within San Diego County
6 and the state of California and, therefore, were (and are) doing business in San Diego County and
7 the State of California.

8 5. Plaintiff does not know the true names or capacities, whether individual, partner,
9 or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said
10 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
11 amend this FAC when such true names and capacities are discovered. Plaintiff is informed, and
12 believes, and based thereon alleges, that each of said fictitious defendants, whether individual,
13 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,
14 and proximately caused Plaintiff and the Classes (as defined in Paragraph 14) to be subject to the
15 unlawful employment practices, wrongs, injuries and damages complained of herein.

16 6. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
17 herein, Defendants were and are the employers of Plaintiff and all members of the Classes.

18 7. At all times herein mentioned, each of said Defendants participated in the doing
19 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
20 Defendants, and each of them, were the agents, servants, and employees of each and every one of
21 the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned
22 were acting within the course and scope of said agency and employment. Defendants, and each
23 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or
24 omissions complained of herein.

25 8. At all times mentioned herein, Defendants, and each of them, were members of
26 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
27 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
28 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all

1 members of the Classes.

2 **GENERAL FACTUAL ALLEGATIONS**

3 9. Plaintiff, a current non-exempt employee, has been employed by Defendants from
4 December 2020 through the present. On approximately July 19, 2022, Plaintiff began a medical
5 leave of absence. During her employment, Plaintiff has held the job title of Meat Cutter.

6 10. During her employment with Defendants, Plaintiff was generally scheduled to
7 work from 5:00 a.m. or 6:00 a.m. to 1:30 p.m. or 2:30 p.m. Monday through Friday. Defendants
8 required Plaintiff to clock in and out by scanning her finger and entering the last four digits of her
9 social security number into the timekeeping system to keep track and record her work time.

10 11. Throughout Plaintiff's employment with Defendants, Plaintiff was not provided
11 all required and lawful meal periods due to Defendants' meal period policies and practices, which
12 fail to provide 30-minute first meal periods before the end of the fifth hour of work. Specifically,
13 due to the work demands imposed by Defendants, the meal periods were untimely, short,
14 interrupted, and/or otherwise unlawful.

15 12. Although Plaintiff was not provided with all legally-compliant meal periods to
16 which she was entitled, Defendants failed to compensate Plaintiff with the required meal period
17 premium for each workday in which she experienced a meal period violation as mandated by
18 Labor Code § 226.7.

19 13. As a result of Defendants' failure to pay all meal period premium wages,
20 Defendants maintained inaccurate payroll records and issued inaccurate wage statements to
21 Plaintiff.

22 **CLASS ACTION ALLEGATIONS**

23 14. **Class Definitions:** Plaintiff brings this action on behalf of herself and the
24 following Classes pursuant to § 382 of the Code of Civil Procedure:

- 25 a. The Meal Period Class consists of all of Defendants' current and former non-
26 exempt employees who: (i) worked at least one shift in excess of 5.0 hours, during
27 the four years immediately preceding the filing of the lawsuit through the present.
28

b. The Wage Statement Class consists of all members of the Meal Period Class during the one year immediately preceding the filing of the lawsuit through the present.

c. The UCL Class consists of members of the: (i) and (ii) Wage Statement Class.

15. 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.

16. **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 one hundred (100) individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

17. **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 provided all legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- ii. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226; and
- iii. 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.

18. **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 meal policies and practices. 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.

19. **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 FAC. As alleged herein, Plaintiff, like the members of the Classes, was not provided with all required meal periods, did not receive meal period premium wages when she was not provided compliant meal periods, and was not provided with accurate, itemized wage statements.

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

21. **Superiority:** The California Labor Code is broadly remedial in nature and serves an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from exploitation by employers who have the responsibility to follow the laws and who may seek to take advantage of superior economic and bargaining power in setting onerous terms and conditions of employment. The nature of this action and the format of laws available to Plaintiff and members of the Classes make the class action format a particularly efficient and appropriate procedure to redress the violations alleged herein. If each employee were required to file an individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly superior financial and legal resources. Moreover, requiring each member of the Classes to pursue an individual remedy would also discourage the assertion of lawful claims by employees who would be disinclined to file an action against their former and/or current employer for real and justifiable fear of retaliation and permanent damages to their careers at subsequent

1 employment. Further, the prosecution of separate actions by the individual class members, even
2 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
3 with respect to the individual class members against Defendants herein; and which would
4 establish potentially incompatible standards of conduct for Defendants; and/or legal
5 determinations with respect to individual class members which would, as a practical matter, be
6 dispositive of the interest of the other class members not parties to adjudications or which would
7 substantially impair or impede the ability of the class members to protect their interests. Further,
8 the claims of the individual members of the Classes are not sufficiently large to warrant vigorous
9 individual prosecution considering all of the concomitant costs and expenses attending thereto.
10 As such, the Classes identified in Paragraph 14 are maintainable as a Class under § 382 of the
11 Code of Civil Procedure.

12 **FIRST CAUSE OF ACTION**

13 **FAILURE TO PROVIDE MEAL PERIODS**

14 **(AGAINST ALL DEFENDANTS)**

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

16 23. Plaintiff is informed and believes, and based thereon alleges, that Defendants
17 failed in their affirmative obligation to provide all of their non-exempt employees in California,
18 including Plaintiff and members of the Meal Period Class, with all legally compliant meal periods
19 in accordance with the mandates of the California Labor Code and the Wage Order 8, § 11.
20 Despite Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiff and
21 members of the Meal Period Class at their respective regular rates of pay, in accordance with
22 California Labor Code §§ 204, 210, 226.7, and 512.

23 24. As a result, Defendants are responsible for paying premium compensation for meal
24 period violations pursuant to Labor Code §§ 226.7, 512, and 558, and the Wage Order 8, including
25 interest thereon, statutory penalties, civil penalties, and costs of suit.

26 //

27 //

28 //

**FAILURE TO PROVIDE ACCURATE, ITEMIZED WAGE STATEMENTS
(AGAINST ALL DEFENDANTS)**

26. Plaintiff is informed and believes, and based thereon alleges, that Defendants negligently and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff members of the Wage Statement Class with complete and accurate wage statements with respect to their rates of pay, hours worked at each rate of pay, total gross wages earned, and total wages earned in violation of Labor Code § 226 *et seq.*

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

UNFAIR COMPETITION
(AGAINST ALL DEFENDANTS)

31. Defendants' utilization of these unfair and/or unlawful business practices deprived Plaintiff and continues to deprive members of the Classes of compensation to which they are legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage

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.

32. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged herein, Plaintiff for herself 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.

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

34. Plaintiff was compelled to retain the services of counsel to file this court action to protect her 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 she is entitled to recover under Code of Civil Procedure § 1021.5.

FOURTH CAUSE OF ACTION

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004

(AGAINST ALL DEFENDANTS)

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

36. 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 herself 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) \$100.00 for each initial violation and \$200.00 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

- a) 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 Plaintiff and the aggrieved employees;
- b) Defendants violated Labor Code § 226 by failing to furnish Plaintiff and the aggrieved employees with accurate and compliant itemized wage statements;
- c) Defendants violated Labor Code § 204 by failing to pay Plaintiff and the aggrieved employees all earned wages at least twice during each calendar month; and
- d) Defendants violated Labor Code § 1174 by failing to maintain accurate records on behalf of Plaintiff and the aggrieved employees.

37. On March 20, 2023, 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 36 (a)-(d). Attached hereto as **Exhibit 1** is a true and correct copy of the March 20, 2023 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.

38. 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. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;

- 1 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 2 4. Upon the First Cause of Action, for compensatory, consequential, general and
3 special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;
- 4 5. Upon the Second Cause of Action, for statutory wage statement penalties pursuant
5 to Labor Code § 226 *et seq.*;
- 6 6. Upon the Third Cause of Action, for restitution to Plaintiff and members of the
7 Class of all money and/or property unlawfully acquired by Defendants by means of any acts or
8 practices declared by this Court to be in violation of Business and Professions Code § 17200 *et*
9 *seq.*;
- 10 7. Upon the Fourth Cause of Action, for civil penalties due to Plaintiff, other
11 aggrieved employees, and the State of California according to proof pursuant to Labor Code §§
12 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for
13 each failure to pay each employee and \$200.00 for each subsequent violation or willful or
14 intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus
15 25% of the amount unlawfully withheld; (2) \$250.00 for each initial violation and \$1,000.00 for
16 each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (3)
17 \$50.00 for each initial violation and \$100.00 for each subsequent violation pursuant to Labor
18 Code § 558 per employee per pay period; and/or (4) \$100.00 for each initial violation and \$200.00
19 for each subsequent violation per employee per pay period for those violations of the Labor Code
20 for which no civil penalty is specifically provided, based on the Labor Code violations cited in
21 Paragraph 36 (a)-(d) above.
- 22 8. Prejudgment interest on all due and unpaid wages pursuant to California Labor
23 Code § 218.6 and Civil Code §§ 3287 and 3289;
- 24 9. On all causes of action, for attorneys' fees and costs as provided by Labor Code §
25 218.5 and Code of Civil Procedure § 1021.5 and all other applicable statutes; and
- 26 10. For such other and further relief the Court may deem just and proper.

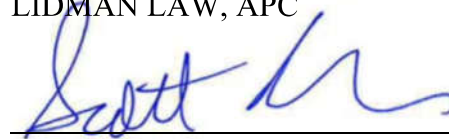
27 //

28 //

1
2 Dated: May 25, 2023

Respectfully submitted,
LIDMAN LAW, APC

3
4 By:



5 Scott M. Lidman
6 Elizabeth Nguyen
7 Milan Moore
8 Attorneys for Plaintiff
9 DAWN WILLIAMSON

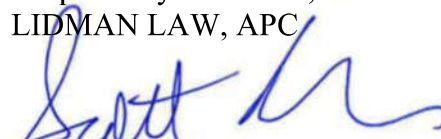
10
11 **DEMAND FOR JURY TRIAL**

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

13 Dated: May 25, 2023

Respectfully submitted,
LIDMAN LAW, APC

14 By:



15 Scott M. Lidman
16 Elizabeth Nguyen
17 Milan Moore
18 Attorneys for Plaintiff
19 DAWN WILLIAMSON
20
21
22
23
24
25
26
27
28

EXHIBIT 1

EXHIBIT 1

LIDMAN LAW

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

OFFICE: (424) 322-4772

FAX: (424) 322-4775

March 20, 2023

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**

Seaport Group Enterprises LLC
c/o CT Corporation System
330 N. Brand Blvd., Ste. 700
Glendale, CA 91203

Re: *Dawn Williamson v. Seaport Group Enterprises LLC*

To Whom It May Concern:

Please be advised that this law firm represents Dawn Williamson in claims arising from her employment with Seaport Group Enterprises LLC, a California limited liability company (“Defendant”). Ms. Williamson 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.

Ms. Williamson, a current non-exempt employee, has been employed by Defendant from December 2020 through the present. On approximately July 19, 2022, Ms. Williamson began a medical leave of absence. During her employment, Ms. Williamson has held the job title of Meat Cutter.

During her employment with Defendant, Ms. Williamson was generally scheduled to work from 5:00 a.m. or 6:00 a.m. to 1:30 p.m. or 2:30 p.m. Monday through Friday. Defendant required Ms. Williamson and other hourly, non-exempt employees to clock in and out by scanning their finger and entering the last four digits of their social security number into the timekeeping system to keep track and record her work time.

Throughout Ms. Williamson’s employment with Defendant, Ms. Williamson and other hourly, non-exempt employees were not provided all required and lawful meal periods due to Defendant’s meal

period policies and practices, which fail to provide 30-minute first meal periods before the end of the fifth hour of work. Specifically, due to the work demands imposed by Defendant, the meal periods were untimely, short, interrupted, and/or otherwise unlawful.

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

As a result of Defendant's failure to pay all meal period premium wages, Defendant maintained inaccurate payroll records and issued inaccurate wage statements to Ms. Williamson and other hourly, non-exempt employees.

As described above, Defendant committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 8 ("Wage Order 8"):

Meal Period Violations

As alleged above, Defendant failed to provide their aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 8, § 11. As described above, due to the work demands imposed by Defendant, the meal periods were untimely, short, interrupted, and/or otherwise unlawful. As a result, the 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 the aggrieved employees were not provided with all legally-compliant meal periods to which they were entitled, Defendant 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.

Wage Statement Violations

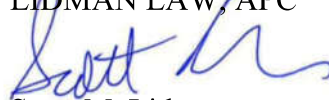
Defendant knowingly and intentionally, as a matter of uniform practice and policy, failed to furnish their aggrieved employees with accurate and complete, itemized wage statements that included, among other requirements, meal period premium wages, in violation of Labor Code § 226 *et seq.* Defendant's failure to furnish their aggrieved employees with complete and accurate, itemized wage statements resulted in actual injury, as said failures led to, among other things, unpaid meal period and premium wages, and deprived them of the information necessary to identify discrepancies in Defendant's reported data.

As an "aggrieved employee," Ms. Williamson 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. Williamson's own investigation, and on information and belief, Defendant committed the following Labor Code violations:

- a) 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 Ms. Williamson and the aggrieved employees;
- b) Defendant violated Labor Code § 226 by failing to furnish Ms. Williamson and the aggrieved employees with accurate and compliant itemized wage statements;
- c) Defendant violated Labor Code § 204 by failing to pay Ms. Williamson and the aggrieved employees all earned wages at least twice during each calendar month; and
- d) Defendant violated Labor Code § 1174 by failing to maintain accurate records on behalf of Ms. Williamson and the 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