Electronically Received 06/13/2023 05:07 PM

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FILED
Superior Court of California
County of Los Angeles
06/13/2023
David W. Slayton, Executive Officer / Clerk of Court
By: K. Martinez Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ALFREDO DURAN, as an individual and on behalf of all others similarly situated,

Plaintiff,

vs.

SCOTT CONSTRUCTION SPECIALTIES, INC., a California corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 23STCV05170

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 INDEMNIFY ALL NECESSARY BUSINESS EXPENDITURES (LABOR CODE § 2802);

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

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

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

DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE

Plaintiff Alfredo Duran ("Plaintiff"), on behalf of himself and all others similarly situated, hereby brings this First Amended Class and Representative Action Complaint ("FAC") against Scott Construction Specialties, Inc., a California corporation; and DOES 1 to 100, inclusive (collectively "Defendants"), and on information and belief alleges as follows:

JURISDICTION

1. Plaintiff, on behalf of himself and all others similarly situated, hereby brings this FAC for recovery of unpaid wages, interest, and penalties under California Business & Professions Code § 17200 *et. seq*., Labor Code §§ 201-204, 218 *et seq.*, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2698 *et seq.,* 2802 and Industrial Welfare Commission Wage Order 16 ("Wage Order 16"), in addition to seeking declaratory relief and restitution. This FAC is brought pursuant to California Code of Civil Procedure § 382. This Court has jurisdiction over Defendants' violations of the California Labor Code because the amount in controversy exceeds this Court's jurisdictional minimum.

VENUE

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

PARTIES

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

Law"); and Wage Order 16, which sets employment standards for the occupations in the Construction, Drilling, Logging, and Mining Industries, 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 operating primarily in the single-family housing construction business. 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 20) 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, Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all members of the Classes.

GENERAL FACTUAL ALLEGATIONS

9. Plaintiff was employed by Defendants as a non-exempt employee from approximately December 2020 through approximately October 2021. Plaintiff worked as an Electrician and was responsible for providing electrical work at residential and commercial buildings for Defendants' customers. During Plaintiff's employment with Defendants, Plaintiff was generally scheduled to work from approximately 8:00 a.m. to 4:30 p.m.

10. Defendants maintained a uniform policy or practice of failing to accurately record all time worked by Plaintiff and other non-exempt employees. Specifically, Plaintiff was not paid for time worked at the shop during the workday. For example, Plaintiff often was required to arrive at Defendants' shop to collect the materials for the assigned project and travel to the job worksite by 8:00 a.m. Defendants' also direct Plaintiff and other non-exempt employees to drive to worksites located in Santa Barbara, Glendale, Newport Beach, among other locations throughout Southern California without compensating them for the compensable travel time to, from, and/or between worksites. Despite this compensable working time at the shop and compensable travel time to, from, and/or between worksites, , Defendants only paid Plaintiff starting from the time he was scheduled to arrive at the job worksite (*i.e.* 8:00 a.m.). This practice by Defendants resulted in Defendants not properly tracking the time worked by Plaintiff other non-exempt employees, and also resulted in Defendants not paying Plaintiff other non-exempt employees for all wages owed for the work they performed, including failing to pay them all required minimum and overtime wages.

11. Further, Plaintiff typically arrived to his designated worksite ten to fifteen minutes early and would begin working prior to his scheduled start time, including without limitation preparing his materials. Further, Plaintiff typically worked ten to fifteen minutes after his scheduled end time because he had to clean up and return materials to the shop. However, throughout Plaintiff's employment with Defendants, Defendants would keep track of Plaintiff's

time worked and would unlawfully shave Plaintiff's work time and/or round Plaintiff's work time such that Plaintiff would not be fully paid for all time worked. Specifically, Defendants maintained a uniform policy or practice of recording rounded scheduled hours and not the actual time he began working and/or stopped working. This time shaving/rounding practice utilized by Defendants was not-even handed over time and would round and shave in Defendants' favor such that Plaintiff and other non-exempt employes were routinely underpaid for their time worked.

12. Further, during Plaintiff's employment with Defendants, he often worked in excess of 8 hours per workday and/or 40 hours per work week, and therefore, had Plaintiff been properly paid for all of the time that he actually worked, he would have been paid additional minimum and/or overtime wages. Defendants' practice of not properly tracking the time worked by their non-exempt employees resulted in Defendants paying them less than they were owed for the work they performed, including failing to pay them all required minimum and overtime wages.

13. Throughout Plaintiff's employment with Defendants, Plaintiff and other non-exempt employees were not provided all required meal periods due to Defendants' 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 Defendants and the nature of the work, the meal periods were untimely, short, interrupted, and/or otherwise unlawful. Also, Defendants had a policy and practice of not processing and approving weekly timesheets for Plaintiff and the non-exempt employees if compliant meal periods were not recorded. Therefore, to ensure he received his weekly pay, Defendants required Plaintiff to record compliant meal periods irrespective of whether or not a compliant meal period was actually taken.

14. 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, he was not provided with a second 30-minute meal period in violation of California law.

15. 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. Upon information and belief during at least a portion of the class period, Defendants maintained no policy, payroll code or other mechanism for the payment of meal period premium payments under Labor Code § 226.7 in the event that a legally compliant meal period was not provided to their non-exempt employees.

16. Plaintiff was also not authorized and permitted to take all required rest periods due to Defendants' rest period policies and practices. Defendants' rest period policies and practices fail to authorize and permit all rest periods for every four hours worked, or *major fraction thereof*. Specifically, Defendants maintained a policy or practice of unlawfully combining one 10-minute rest period with a meal period irrespective of the length of the non-exempt employees' shift. Therefore, Plaintiff and the other non-exempt employees were not authorized and permitted to take all required rest periods due under California law.

17. 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. Upon information and belief during at least a portion of the class period, Defendants maintained no policy, payroll code or other mechanism for the payment of rest period premium payments under Labor Code § 226.7 in the event that a legally compliant meal period was not provided to their non-exempt employees.

18. Defendants also failed to reimburse Plaintiff and other non-exempt employees for necessary business expenses incurred during the relevant time period. Specifically, Defendants required Plaintiff to use his personal cellular phone to communicate with his supervisors and use his personal vehicle in discharge of his duties. Additionally, Defendants also required Plaintiff to purchase tools to discharge his duties without reimbursement for such expenses. Accordingly, despite the non-exempt employees being required to use their personal cellular phones, vehicles, and/or personal tools, 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.

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

CLASS ACTION ALLEGATIONS

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

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

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

c. The Meal Period Class consists of all of Defendants' current and former non-exempt employees in California who: (i) worked at least one shift in excess of 5.0 and/or (ii) who worked at least one shift of over 10.0 hours, during the four years immediately preceding the filing of the lawsuit through the present.

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

e. The Expense Reimbursement Class consists of all of Defendants' current and former non-exempt employees in California who incurred expenses, including without limitation, cell phones, personal tools, and/or vehicles, in the discharge of their duties during the four years immediately preceding the filing of the lawsuit through the present

f. 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.

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

21. 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.

22. **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 eighty (80) individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

23. **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' timekeeping policies and/or practices resulted in the failure to properly compensate members of the Overtime and Minimum Wage Classes for all hours actually worked;

ii. Whether Defendants violated the applicable Labor Code provisions including, but not limited to §§ 510 and 1194 by requiring overtime work and not paying for said work according to the overtime laws of the State of California;

iii. Whether Defendants provided all legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;

iv. 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;

v. Whether Defendants properly reimbursed the members of the Reimbursement Class for all necessary business expenses incurred;

vi. Whether Defendants paid all wages owed to its 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.

24. **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 minimum wage, overtime wage payment, meal and rest period policies/practices, and reimbursement policies/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.

25. **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 wages, overtime wages, was not provided with all required meal periods, was not authorized and permitted to take all required rest periods, did not receive meal and rest period premium wages when he was not provided compliant meal periods or not authorized or permitted to take compliant rest periods, was not reimbursed for necessary business expenditures, and was not provided with all wages due upon termination.

26. **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.

27. **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 employment. Further, the prosecution of separate actions by the individual class members, even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications with respect to the individual class members against Defendants herein; and which would establish potentially incompatible standards of conduct for Defendants; and/or legal determinations with respect to individual class members which would, as a practical matter, be dispositive of the interest of the other class members not parties to adjudications or which would substantially impair or impede the ability of the class members to protect their interests. Further, the claims of the individual members of the Classes are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attending thereto. As such, the Classes identified in Paragraph 20 are maintainable as a Class under § 382 of the

Code of Civil Procedure.

FIRST CAUSE OF ACTION

FAILURE TO PAY ALL OVERTIME WAGES

(AGAINST ALL DEFENDANTS)

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

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

30. At all times relevant herein, Defendants were required to properly compensate Plaintiff and the members of the Overtime Class for all overtime hours worked pursuant to California Labor Code §§ 510 and 1194, and Wage Order 16. Labor Code § 510 and Wage Order 1, Section 3 require an employer to pay an employee "one and one-half (1½) times the regular rate of pay" for work in excess of 8 hours per workday and/or in excess of 40 hours per workweek. Labor Code § 510 and Wage Order 16, Section 3 also require an employer to pay an employee double the employee's regular rate for work in excess of 12 hours each workday and/or in excess of 8 hours on the seventh consecutive day of work in the workweek. Defendants caused Plaintiff and the members of the Overtime Class to work in excess of 8 hours in a workday and/or 40 hours in a workweek but did not properly compensate Plaintiff and the members of the Overtime Class at one and one-half their regular rate of pay for such hours. Defendants also caused Plaintiff and 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.

31. 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 16, California Code of Civil Procedure § 1021.5 California Code of Civil Procedure § 1021.5, and Civil Code §§ 3287(b) and 3289.

<u>SECOND CAUSE OF ACTION</u>

FAILURE TO PAY ALL MINIMUM WAGES OWED

(AGAINST ALL DEFENDANTS)

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

33. 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.

34. 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 16. Wage Order 16, 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.

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

36. The foregoing practices and policies are unlawful and create entitlement to recovery by Plaintiff and the members of the Minimum Wage Class in a civil action for the unpaid amount of minimum wages owing, including interest thereon, as well as statutory penalties,

liquidated damages, civil penalties, and attorneys' fees and costs of suit, pursuant to Labor Code §§ 204, 218.5, 218.6, 558, 1194, 1194.2, 1197, 1197.1 and 1198, Wage Order 16, California Code of Civil Procedure § 1021.5 California Code of Civil Procedure § 1021.5, and Civil Code §§ 3287(b) and 3289.

<u>THIRD CAUSE OF ACTION</u>

FAILURE TO PROVIDE MEAL PERIODS

(AGAINST ALL DEFENDANTS)

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

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

39. As a result, Defendants are responsible for paying premium compensation for meal period violations including interest thereon, as well as statutory penalties, civil penalties, and costs of suit, pursuant to Labor Code §§ 226.7, 512, and 558, Wage Order 16, California Code of Civil Procedure § 1021.5 and Civil Code §§ 3287(b) and 3289.

<u>FOURTH CAUSE OF ACTION</u>

FAILURE TO AUTHORIZE AND PERMIT ALL REST PERIODS

(AGAINST ALL DEFENDANTS)

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

41. Wage Order 1, § 12 and California Labor Code §§ 226.7 and 516 establish the right of employees to be authorized and permitted to take a paid rest period of at least ten (10) minutes net rest time for each four (4) hour period worked, or *major fraction thereof*.

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

43. The foregoing violations create an entitlement to recovery by Plaintiff and members of the Rest Period Class in a civil action for the unpaid amount of rest period premiums owing, including interest thereon, as well as statutory penalties, civil penalties, and costs of suit according to California Labor Code §§ 226.7, 516, 558, Wage Order 16, California Code of Civil Procedure § 1021.5, and Civil Code §§ 3287(b) and 3289.

FIFTH CAUSE OF ACTION

FAILURE TO INDEMNIFY ALL NECESSARY BUSINESS EXPENDITURES

(AGAINST ALL DEFENDANTS)

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

45. This cause of action is brought pursuant to Labor Code § 2802, which requires an employer to "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 her obedience to the directions of the employer."

46. As alleged herein, and due to their unlawful reimbursement policies and/or practices, Defendants failed to indemnify Plaintiff and the members of the Reimbursement Class all of their necessary business expenses, including, among other things, expenses related to his use of his personal cellular phones, personal tools, and/or vehicles for business purposes.

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

SIXTH CAUSE OF ACTION

FAILURE TO PAY ALL WAGES OWED UPON TERMINATION

(AGAINST ALL DEFENDANTS)

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

49. This cause of action is brought pursuant to Labor Code §§ 201-203 which require an employer to pay all wages immediately at the time of termination of employment in the event

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

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

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

SEVENTH CAUSE OF ACTION

UNFAIR COMPETITION

(AGAINST ALL DEFENDANTS)

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

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

54. 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.

55. 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.

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

57. 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.

EIGHTH CAUSE OF ACTION

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004

(AGAINST ALL DEFENDANTS)

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

59. 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) $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 §§ 204, 510, 558, 1194, and 1198 by failing to pay Plaintiff and the aggrieved employees all overtime compensation earned;

b) Defendants violated Labor Code §§ 1194, 1194.2, and 1197 by failing to pay Plaintiff and the aggrieved employees the statutory minimum wage for all hours worked;

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 Plaintiff and the 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 Plaintiff and the aggrieved employees;

e) Defendants violated Labor Code § 2802 by failing to reimburse Plaintiff and the aggrieved employees for all necessary expenditures incurred;

f) Defendants violated Labor Code § 226 by failing to furnish Plaintiff and the aggrieved employees with accurate and compliant itemized wage statements;

g) Defendants violated Labor Code § 204 by failing to pay Plaintiff and the aggrieved employees all earned wages at least twice during each calendar month;

h) Defendants violated Labor Code § 1174 by failing to maintain accurate records on behalf of Plaintiff and the aggrieved employees; and

i) Defendants violated Labor Code §§ 201, 202 and 203 by failing to timely pay all final wages due to Plaintiff and other aggrieved employees.

60. On March 9, 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 59 (a)-(i). Attached hereto as **Exhibit 1** is a true and correct copy of the March 9, 2023 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.

61. 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 she 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 compensatory and special damages according to proof pursuant to Labor Code § 2802;

9. Upon the Sixth Cause of Action, for waiting time penalties pursuant to Labor § 203;

10. Upon the Seventh 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.;

11. Upon the Eighth 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; and/or (4) $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 Labor Code violations cited in Paragraph 59 (a)-(i) above.

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

13. 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

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

Dated: June 13, 2023

Respectfully submitted,
LIDMAN LAW, APC

By: ______________________
Scott M. Lidman
Elizabeth Nguyen
Milan Moore
Attorneys for Plaintiff
ALFREDO DURAN

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DEMAND FOR JURY TRIAL

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

Dated: June 13, 2023

Respectfully submitted,
LIDMAN LAW, APC

By: ______________________
Scott M. Lidman
Elizabeth Nguyen
Milan Moore
Attorneys for Plaintiff
ALFREDO DURAN

EXHIBIT 1

EXHIBIT 1

LIDMAN LAW
2155 Campus Drive, Suite 150, El Segundo, CA 90245
Office: (424) 322-4772
Fax: (424) 322-4775

March 9, 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
Scott Construction Specialties, Inc.
c/o Scott M Kudransky, Registered Agent
34650 White Street
Wildomar, CA 92595

Re: *Alfredo Duran v. Scott Construction Specialties, Inc*

To Whom It May Concern:

Please be advised that this law firm represents Alfredo Duran in claims arising from his employment with Scott Construction Specialties, Inc., a California corporation ("Defendant"). Mr. Duran 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 (including employees who worked for Defendant through a staffing agency) 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. Duran was employed by Defendant as a non-exempt employee from approximately December 2020 through approximately October 2021. Mr. Duran worked as an Electrician and was responsible for providing electrical work at residential and commercial buildings for Defendant's customers. During Mr. Duran's employment with Defendant, Mr. Duran was generally scheduled to work from approximately 8:00 a.m. to 4:30 p.m. As a result of Defendant not paying Mr. Duran all of his minimum and overtime wages and meal and rest period premiums, he was not paid all of is wages owed at the time of his separation of employment in October 2021.

In *Huff v. Securitas Security Services* 23 Cal. App. 5th 745, 757 (2018), the court held employees may bring suits under the PAGA for Labor Code violations not personally affecting the named employees, as long as other employees experienced the violations. As such, because Mr. Duran seeks to represent the other non-exempt employees and their claims for Labor Code violations related to not being properly compensated for all of their hours worked, were not provided all meal and rest periods, were not reimbursed for business expenses, did not receive accurate wage statements, and were not paid all final wages, during the one year immediately preceding the date of this letter.

Specifically, Defendant maintained a uniform policy or practice of failing to accurately record all time worked by Mr. Duran and other non-exempt employees. Mr. Duran and other non-exempt employees were not paid for time worked at the shop during the workday. For example, Mr. Duran and other non-exempt employees often were required to arrive at Defendant's shop to collect the materials for the assigned project and travel to the job worksite by 8:00 a.m. Defendant's also directed Mr. Duran and other non-exempt employees to drive to worksites located in Santa Barbara, Glendale, Newport Beach, among other locations throughout Southern California without compensating them for the compensable travel time to, from, and/or between worksites. Despite this compensable working time at the shop and compensable travel time to, from, and/or between worksites, Defendant only paid Mr. Duran and other non-exempt employees starting from the time they were scheduled to arrive at the job worksite (*i.e.* 8:00 a.m.) This practice by Defendant resulted in Defendant not properly tracking the time worked by Mr. Duran and other non-exempt employees, and also resulted in Defendant not paying Mr. Duran and other non-exempt employees for all wages owed for the work they performed, including failing to pay them all required minimum and overtime wages.

Further, Mr. Duran and other non-exempt employees typically arrived to their designated worksite ten to fifteen minutes early and would begin working prior to their scheduled start time, including without limitation preparing his materials. Further, Mr. Duran and other non-exempt employees typically worked ten to fifteen minutes after his scheduled end time because they had to clean up and return materials to the shop. However, throughout Mr. Duran's employment with Defendant, Defendant would keep track of Mr. Duran's and other non-exempt employees' time worked and would unlawfully shave their work time and/or round their work time such that their would not be fully paid for all time worked. Specifically, Defendant maintained a uniform policy or practice of recording rounded scheduled hours and not the actual time he began working and/or stopped working. This time shaving/rounding practice utilized by Defendant was not-even handed over time and would round and shave in Defendant's favor such that Mr. Duran and other non-exempt employes were routinely underpaid for their time worked.

Further, during Mr. Duran's employment with Defendant, he and other non-exempt employees often worked in excess of 8 hours per workday and/or 40 hours per work week, and therefore, had Mr. Duran and other non-exempt employees been properly paid for all of the time that they actually worked, they would have been paid additional minimum and/or overtime wages. Defendant's practice of not properly tracking the time worked by their non-exempt employees resulted in Defendant paying them less than they were owed for the work they performed, including failing to pay them all required minimum and overtime wages.

Throughout Mr. Duran's employment with Defendant, Mr. Duran and other non-exempt employees were not provided all required 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 and the nature of the work, the meal periods were untimely, short, interrupted, and/or otherwise unlawful. Also, Defendant had a policy and practice of not processing and approving weekly timesheets for Mr. Duran and the non-exempt employees if compliant meal periods were not recorded. Therefore, to ensure he received his weekly pay, Defendant required Mr. Duran to record compliant meal periods irrespective of whether or not a compliant meal period was actually taken.

Further, Defendant's meal period policies and practices fail to provide Mr. Duran and the other non-exempt employees a second meal period for shifts over 10.0 hours. As a result, when Mr. Duran and other non-exempt employees worked in excess of 10.0 hours, they were not provided with a second 30-minute meal period in violation of California law.

Although Mr. Duran and other non-exempt employees were not provided with all legally-compliant meal periods to which they were entitled, Defendant failed to compensate Mr. Duran and other 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. Upon information and belief during at least a portion of the class period, Defendant maintained no policy, payroll code or other mechanism for the payment of meal period premium payments under Labor Code § 226.7 in the event that a legally compliant meal period was not provided to their non-exempt employees.

Mr. Duran and other non-exempt employees were also not authorized and permitted to take all required rest periods due to Defendant's rest period policies and practices. Defendant's rest period policies and practices fail to authorize and permit all rest periods for every four hours worked, or *major fraction thereof*. Specifically, Defendant maintained a policy or practice of unlawfully combining one 10-minute rest period with a meal period irrespective of the length of the non-exempt employees' shift. Therefore, Mr. Duran and the other non-exempt employees were not authorized and permitted to take all required rest periods due under California law.

On those occasions when Mr. Duran and other 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. Duran and other 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. Upon information and belief during at least a portion of the class period, Defendant maintained no policy, payroll code or other mechanism for the payment of rest period premium payments under Labor Code § 226.7 in the event that a legally compliant meal period was not provided to their non-exempt employees.

Defendant also failed to reimburse Mr. Duran and other non-exempt employees for necessary business expenses incurred during the relevant time period. Specifically, Defendant required Mr. Duran and other non-exempt employees to use their personal cellular phones to communicate with their supervisors and use their personal vehicles in discharge of their duties. Additionally, Defendant also required Mr. Duran and other non-exempt employees to purchase tools to discharge their duties without reimbursement for such expenses. Accordingly, despite the non-exempt employees being required to use their personal cellular phones, vehicles, and/or personal tools, Defendant did not reimburse Mr. Duran 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.

As a result, Defendants failed to provide their non-exempt employees with accurate, itemized wage statements, in violation of Labor Code section 226.

As a further result of Defendant's failure to pay all overtime and/or minimum wages owed, and failure to pay all meal and rest period premium wages, Defendant failed to provide pay Mr. Duran all wages owed upon his separation of employment with Defendant.

As described above, Defendant committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 16 ("Wage Order 16"):

Overtime Violations

Defendant was required to pay their 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 16, § 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, despite compensable working time at the shop and compensable travel time to, from, and/or between worksites, Defendant only paid Mr. Duran and other non-exempt employees starting from the time they were scheduled to arrive at the job worksite *(i.e.* 8:00 a.m.) This practice by Defendant resulted in Defendant not properly tracking the time worked by Mr. Duran other aggrieved employees, and also resulted in Defendant not paying Mr. Duran and other non-exempt employees for all wages owed for the work they performed, including failing to pay them all required minimum and overtime wages.

Furthermore, Defendant had a policy/practice of shaving their aggrieved employees' work time and/or rounding their work time such that they were not fully paid for all time worked. Additionally, Defendant did not compensate their aggrieved employees for the time related to their pre-shift tasks. As a result of these policies/practices, the aggrieved employees were not compensated for all overtime wages on occasions when they worked over eight hours in a workday and/or 40 hours in a workweek.

Minimum Wage Violations

Defendant was required to pay their 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 16, § 4. The aggrieved employees were not paid for all hours worked due to Defendant's timekeeping and compensation practices. As alleged above, Defendant caused their aggrieved employees to work hours in a workweek but did not properly compensate their aggrieved employees at least minimum wages for all such hours, due to Defendant's unlawful timekeeping practices of rounding and/or shaving their time worked. Additionally, Defendant did not compensate their aggrieved employees for their pre-shift tasks. Furthermore, Defendant had a policy/practice of shaving their aggrieved employees' work time and/or rounding their work time such that they were not fully paid for all time worked. These practices by Defendant resulted in Defendant not paying the aggrieved employees for all wages owed for the work they performed, including failing to pay them all required minimum wages.

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 16, § 11. As described above, Specifically, due to the work demands imposed by Defendant and the nature of the work, the meal periods were untimely, short, interrupted, and/or otherwise unlawful. Also, Defendant had a policy and practice of not processing and approving weekly timesheets for Mr. Duran and the other non-exempt employees if compliant meal periods were not recorded. Therefore, to ensure they received their weekly pay, Defendant required Mr. Duran and other non-exempt employees to record compliant meal periods irrespective of whether or not a compliant meal period was actually taken. 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.

Rest Period Violations

Defendant also failed to authorize and permit their aggrieved employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 16, § 12. Specifically, as a result of the work demands imposed by Defendant, the aggrieved employees were often not authorized and permitted to take all legally required rest periods. As a result, the 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.")

Failure to Reimburse Business Expenses

During Mr. Duran's employment with Defendant, Mr. Duran and other aggrieved employees were required to use their personal cellular phone, personal vehicle, and personal tools to discharge their duties. Specifically, Defendant required Mr. Duran and other non-exempt employees to use their personal cellular phones to communicate with their supervisors and use their personal vehicles to travel in the discharge of their duties. Additionally, Defendant also required Mr. Duran and other non-exempt employees to purchase tools to discharge their duties without reimbursement for such expenses. Defendant failed to reimburse Mr. Duran and the Aggrieved Employees for necessary work expenses, including, but not limited to, expenses related to use of their personal cell phones and personal vehicles and tools. Defendant's policy of not providing reimbursement for necessary work-related expenses is in violation of Wage Order 16 § 9, and Labor Code § 2802 ("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 her obedience to the directions of the employer.") Mr. Duran and the Aggrieved Employees are therefore entitled to reimbursement of such unpaid work expenses with interest.

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, all minimum and overtime wages earned, total gross wages earned, total net wages earned, and meal and rest 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, the non-payment of all minimum and overtime wages earned, and unpaid meal period and premium wages, and deprived them of the information necessary to identify discrepancies in Defendant's 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. Defendant failed to timely pay Mr. Duran 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. Pursuant to Labor Code § 203, Defendant's 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 Defendant failed to pay their final wages after their separation, up to a maximum of thirty days.

Pursuant to *Huff v. Securitas Security Services*, and as an "aggrieved employee," Mr. Duran 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. Duran's own investigation, and on information and belief, Defendant committed the following Labor Code violations:

a) Defendant violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay the aggrieved employees all overtime compensation earned;

b) Defendant violated Labor Code §§ 1194, 1194.2, and 1197 by failing to pay the aggrieved employees the statutory minimum wage for all hours worked;

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 the 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 the aggrieved employees;

e) Defendant violated Labor Code § 2802 by failing to reimburse the aggrieved employees for all necessary expenditures incurred;

f) Defendant violated Labor Code § 226 by failing to furnish the aggrieved employees with accurate and compliant itemized wage statements;

g) Defendant violated Labor Code § 204 by failing to pay the aggrieved employees all earned wages at least twice during each calendar month;

h) Defendant violated Labor Code § 1174 by failing to maintain accurate records on behalf of the aggrieved employees; and

i) Defendant violated Labor Code §§ 201, 202 and 203 by failing to timely pay all final wages due to Mr. Duran 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