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 WILLIAM LOPEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

WILLIAM LOPEZ, as an individual and on
 behalf of all others similarly situated,

Plaintiff,

vs.

AM PCS CA INC, a California corporation
 dba METRO BY T-MOBILE; and DOES 1
 through 100, inclusive,

Defendants.

Case No.: 26STCV03055

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

- (1) **FAILURE TO PAY ALL MINIMUM
 WAGES OWED (LABOR CODE §§
 1182.12, 1194, 1194.2, 1197);**
- (2) **FAILURE TO PAY ALL
 OVERTIME WAGES OWED
 (LABOR CODE §§ 204, 510, 558,
 1194, 1198);**
- (3) **FAILURE TO PAY SICK PAY
 WAGES AT REGULAR RATE OF
 PAY (LABOR CODE § 246);**
- (4) **FAILURE TO PROVIDE MEAL
 PERIODS (LABOR CODE §§ 226.7,
 512, 558);**
- (5) **FAILURE TO AUTHORIZE AND
 PERMIT REST PERIODS (LABOR
 CODE §§ 226.7, 516);**

FILED
 Superior Court of California
 County of Los Angeles

04/07/2026

David W. Slayton, Executive Officer / Clerk of Court

By: S. Drew Deputy

- 1 (6) **FAILURE TO PROVIDE**
2 **ACCURATE, ITEMIZED WAGE**
3 **STATEMENTS (LABOR CODE §**
4 **226 *et seq.*);**
5
6 (7) **FAILURE TO TIMELY PAY ALL**
7 **WAGES UPON TERMINATION**
8 **(LABOR CODE §§ 201-203);**
9
10 (8) **FAILURE TO INDEMNIFY ALL**
11 **NECESSARY BUSINESS**
12 **EXPENDITURES (LABOR CODE §**
13 **2802);**
14
15 (9) **UNLAWFUL DEDUCTIONS FROM**
16 **WAGES (LABOR CODE § 221);**
17
18 (10) **UNFAIR COMPETITION (BUS &**
19 **PROF CODE § 17200 *et seq.*; and**
20
21 (11) **CIVIL PENALTIES UNDER THE**
22 **PRIVATE ATTORNEYS GENERAL**
23 **ACT (LABOR CODE § 2698 *et seq.*)**

24 **DEMAND FOR JURY TRIAL**
25 **UNLIMITED CIVIL CASE**
26
27
28

1 Plaintiff William Lopez (“Plaintiff”), on behalf of himself and all others similarly situated,
2 hereby brings this First Amended Class and Representative Action Complaint (“FAC”) against
3 AM PCS CA INC, a California corporation doing business as Metro by T-Mobile; and DOES 1
4 to 100, inclusive (collectively “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of himself and all others similarly situated, hereby brings this
7 FAC for recovery of unpaid wages, interest, and penalties under California Business &
8 Professions Code § 17200 *et. seq.*, Labor Code §§ 201, 202, 203, 204, 221, 226 *et seq.*, 226.7,
9 246, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2698 *et seq.*, and 2802, and Industrial
10 Welfare Commission Wage Order 4 (“Wage Order 4”), in addition to seeking declaratory relief
11 and restitution. This FAC is brought pursuant to California Code of Civil Procedure § 382. This
12 Court has jurisdiction over Defendants’ violations of the California Labor Code because the
13 amount in controversy exceeds this Court's jurisdictional minimum.

14 **VENUE**

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

20 **PARTIES**

21 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
22 Plaintiff was and currently is, a California resident. During the four years immediately preceding
23 the filing of the lawsuit in this action and within the statute of limitations periods applicable to
24 each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt
25 employee. Plaintiff was, and is, a victim of Defendants’ policies and/or practices complained of
26 herein, lost money and/or property, and has been deprived of the rights guaranteed by Labor Code
27 §§ 201, 202, 203, 204, 221, 226 *et seq.*, 226.7, 246, 510, 512, 516, 558, 1182.12, 1194, 1194.2,
28 1197, 1198, 2698 *et seq.*, and 2802; California Business & Professions Code § 17200 *et seq.*

1 (“Unfair Competition Law”); and Wage Order 4, which sets employment standards for the
2 Professional, Technical, Clerical, Mechanical and Similar Occupations, which includes the
3 industry in which Plaintiff worked for Defendants.

4 4. Plaintiff is informed and believes, and based thereon alleges, that during the four
5 years preceding the filing of the lawsuit and continuing to the present, Defendants did (and
6 continue to do) business as a cellphone retailer. Defendants employed Plaintiff and other,
7 similarly-situated non-exempt employees within, among other counties, Los Angeles County and
8 the state of California and, therefore, were (and are) doing business in Los Angeles County and
9 the State of California.

10 5. Plaintiff does not know the true names or capacities, whether individual, partner,
11 or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said
12 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
13 amend this FAC when such true names and capacities are discovered. Plaintiff is informed, and
14 believes, and based thereon alleges, that each of said fictitious defendants, whether individual,
15 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,
16 and proximately caused Plaintiff and the Classes (as defined in Paragraph 22) to be subject to the
17 unlawful employment practices, wrongs, injuries and damages complained of herein.

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

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

27 8. At all times mentioned herein, Defendants, and each of them, were members of
28 and engaged in a joint venture, partnership, and common enterprise, and acting within the course

1 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
2 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all
3 members of the Classes.

4 **GENERAL FACTUAL ALLEGATIONS**

5 9. Plaintiff, a former non-exempt employee, was employed by Defendants from
6 about December 2024 to about August 2025. Plaintiff's job title was Sales Representative, and
7 his duties included, but were not limited to, overseeing employees, training new employees, and
8 accessing inventory and the cash register.

9 10. Plaintiff was generally scheduled to work from 9:00 a.m. to 7:00 p.m. five days a
10 week. To keep track and record of his time worked, Defendants required Plaintiff to clock in and
11 out by entering a login key into the RTPOS system on a computer.

12 11. Throughout Plaintiff's employment with Defendants, Plaintiff was not fully paid
13 for all time worked. Defendants often required Plaintiff to perform work duties while not clocked
14 in. Specifically, Plaintiff was required to travel for meetings, attend meetings, and be available
15 for telephone calls, all outside of his scheduled work hours and while not clocked in. During
16 Plaintiff's employment with Defendants, he often worked in excess of 8 hours per workday and/or
17 40 hours per work week, and therefore, had Plaintiff been paid for all of the time that he actually
18 worked, he would have been paid additional minimum and/or overtime wages. These practices
19 by Defendants resulted in Defendants not properly tracking the time worked by Plaintiff and also
20 resulted in Defendants paying Plaintiff less than he was owed for the work he performed,
21 including failing to pay him all required minimum and overtime wages.

22 12. Further, Plaintiff was not paid all overtime wages and sick pay wages due and
23 owing to him. Specifically, Plaintiff earned commissions and Defendants failed to include
24 Plaintiff's commission pay when calculating Plaintiff's regular rate of pay for overtime and sick
25 pay purposes. As such, Defendants failed to pay Plaintiff all overtime wages and sick pay wages.

26 13. Defendants also made unlawful deductions to Plaintiff's earned wages, known as
27 Charge Backs, thus further failing to pay Plaintiff all wages owed to him.

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1 14. Throughout Plaintiff's employment with Defendants, Plaintiff was not provided
2 all required meal periods due to Defendants' meal period policies and practices, which fail to
3 provide 30-minute first meal periods before the end of the fifth hour of work. Additionally,
4 Plaintiff's meal periods were regularly interrupted by Defendants and Plaintiff was required to
5 remain on site during meal periods. Due to Defendants' work demands, the meal periods were
6 untimely, interrupted, short, or otherwise in violation of California law. Additionally, when
7 Plaintiff worked in excess of 10.0 hours in a shift, Defendants failed to provide a second meal
8 period in violation of California law.

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

13 16. Plaintiff was also not authorized and permitted to take all legally required and
14 compliant rest periods due to Defendants' rest period policies and practices. Specifically, due to
15 Defendants' rest period policies/practices, Plaintiff was not permitted to take rest periods. Despite
16 working 10.0 hours or more in a shift, Defendants did not authorize and permit one rest period
17 for every four hours worked, or *major fraction thereof*.

18 17. On those occasions when Plaintiff was not authorized and permitted to take all
19 legally-compliant rest periods to which he was entitled, Defendants failed to compensate Plaintiff
20 with the required rest period premium for each workday in which he experienced a rest period
21 violation as mandated by Labor Code § 226.7.

22 18. Defendants also failed to reimburse Plaintiff and other non-exempt employees for
23 necessary business expenses incurred during the relevant time period. Specifically, Defendants
24 required Plaintiff to use his personal cellular phone for business purposes and use his personal
25 vehicle to drive to meetings, but he was not reimbursed for his expenses. Accordingly, despite
26 Plaintiff and the other non-exempt employees being required to use their personal cellular phones
27 and personal vehicles, Defendants did not reimburse Plaintiff or other non-exempt employees for
28 all necessary expenditures or losses incurred by the employee in direct consequence of the

1 discharge of their duties, or of their obedience to the directions of the employer in violation of
2 California law.

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

6 20. As a further result of Defendants' failure to pay all minimum, overtime, and sick
7 pay wages, and meal and rest period premium wages, Defendants failed to pay Plaintiff all wages
8 owed upon termination of employment with Defendants.

9 21. As a result of all of the aforementioned Labor Code violations, Defendants are
10 liable for civil penalties under the Labor Code Private Attorney General Act.

11 **CLASS ACTION ALLEGATIONS**

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

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

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

23 c. The Sick Leave Class consists of all of Defendants' current and former non-
24 exempt employees in California who received sick leave pay at any time during
25 the four years preceding the filing of the lawsuit through the present.

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

present.

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

f. The Wage Statement Class consists of all members of the: (i) Minimum Wage Class; (ii) Overtime Class; (iii) Meal Period Class; and/or (4) Rest Period Class during the one year immediately preceding the filing of the lawsuit through the present.

g. The Waiting Time Penalty Class consists of Defendants' formerly employed members of the (i) Minimum Wage Class; (ii) Overtime Class; (iii) Sick Leave Class; (iv) Meal Period Class; and/or (v) Rest Period Class in California, during the three years immediately preceding the filing of the lawsuit through the present.

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

i. The Unlawful Deductions Class consists of all Defendants' current and former non-exempt employees who worked in California and whose wages were deducted via "Chargeback" during the four years immediately preceding the filing of the lawsuit through the present.

j. The UCL Class consists of members of (i) Minimum Wage Class; (ii) Overtime Class; (iii) Sick Leave Class; (iv) Meal Period Class; (v) Rest Period Class; (vi) Wage Statement Class; (vii) Reimbursement Class; and/or (viii) Unlawful Deductions Class during the four years immediately preceding the filing of the lawsuit through the present.

23. 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.

24. **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 twenty (20) individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

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

- i. Whether Defendants properly paid all minimum wages and/or overtime wages at to members of the Minimum Wage Class and Overtime Class pursuant to Labor Code §§ 204, 221, 510, 558, 1192, 1194, 1194.2, 1197, 1197.1, 1198, and 1774;
- ii. Whether Defendants properly paid all sick leave wages to members of the Sick Leave Class pursuant to Labor Code § 246(l);
- 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 furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226;
- 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;
- vii. Whether Defendants properly reimbursed the members of the Reimbursement Class for all necessary business expenses incurred pursuant to Labor Code § 2802;

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viii. Whether Defendants' policies and practices for unlawfully deducting wages from members of the Unlawful Deductions Class violated Labor Code § 221; and

ix. 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.

26. **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 and overtime wage policies/practices, sick leave pay policies/practices, meal and rest period policies/practices, reimbursement policies/practices, and policies/practices regarding deductions to wages. As such, the common questions predominate over individual questions concerning each individual class member's showing as to their eligibility for recovery or as to the amount of their damages.

27. **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 and overtime wages, was not provided all sick leave pay, was not provided with all required meal and rest periods, did not receive meal and rest period premium wages when he was not provided compliant meal and rest periods, was not provided accurate wage statements, was not reimbursed for necessary business expenditures, and was subject to unlawful deductions from wages.

28. **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.

29. **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 damage 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 22 are maintainable as a Class under § 382 of the Code of Civil Procedure.

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1 **FIRST CAUSE OF ACTION**

2 **FAILURE TO PAY ALL MINIMUM WAGES OWED**

3 **(AGAINST ALL DEFENDANTS)**

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

5 31. This cause of action is brought pursuant to Labor Code §§ 204, 558, 1194 and
6 1198, which provide that all non-exempt employees are entitled to all minimum wages for all
7 hours worked and provide a private right of action for the failure to pay all minimum wage
8 compensation for all work performed.

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

17 33. At all times relevant herein, Defendants lacked good faith and had no reasonable
18 grounds for believing that their practices in failing to pay all minimum wages owed at the
19 applicable rate was not a violation of any provision of the Labor Code relating to minimum wage,
20 or an order of the Industrial Welfare Commission. Defendants therefore, in addition to owing
21 minimum wages to Plaintiff and the members of the Minimum Wage Class, also owe liquidated
22 damages in an amount equal to the wages unlawfully unpaid, and interest thereon, pursuant to
23 Labor Code § 1194.2.

24 34. The foregoing practices and policies are unlawful and create entitlement to
25 recovery by Plaintiff and the members of the Minimum Wage Class in a civil action for the unpaid
26 amount of minimum wages owing, including interest thereon, as well as statutory penalties,
27 liquidated damages, civil penalties, and attorneys' fees and costs of suit, pursuant to Labor Code
28 §§ 204, 218.5, 218.6, 558, 1194, 1194.2, 1197, 1197.1 and 1198, Wage Order 4, California Code

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

SECOND CAUSE OF ACTION

FAILURE TO PAY ALL OVERTIME WAGES

(AGAINST ALL DEFENDANTS)

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

36. 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.

37. 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 4. Labor Code § 510 and Wage Order 4, 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 4, 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.

38. 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 4, California Code of Civil Procedure § 1021.5 California Code of Civil Procedure § 1021.5, and Civil Code §§ 3287(b) and 3289.

THIRD CAUSE OF ACTION

FAILURE TO PAY ALL SICK LEAVE WAGES OWED

(AGAINST ALL DEFENDANTS)

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

40. This cause of action is brought pursuant to Labor Code § 246(l) which provides that an employer shall calculate paid sick leave for non-exempt employees in the same manner as the regular rate of pay for the workweek in which the employee used paid sick time, by dividing the employee's total wages by the employee's total hours worked in the full pay periods of the prior 90 days of employment, or in the same manner as the employer calculates wages for other forms of paid leave time.

41. At all times relevant herein, Defendants were required to pay Plaintiff and the members of the Sick Leave Class paid sick leave at their regular rate of pay pursuant to California Labor Code § 246(l). Defendants paid Plaintiff and members of the Sick Leave Class paid sick leave at their base rate and thus did not properly pay paid sick leave wages to Plaintiff and the members of the Sick Leave Class.

42. At all times relevant herein, Defendants lacked good faith and had no reasonable grounds for believing that their practices in failing to pay paid sick leave at the proper rate were not a violation of any provision of the Labor Code relating to paid sick leave.

43. The foregoing practices and policies are unlawful and create entitlement to recovery by Plaintiff and the members of the Sick Leave Class in a civil action for the unpaid amount of wages owing, 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, California Code of Civil Procedure § 1021.5, and Civil Code §§ 3287(b) and 3289.

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FOURTH CAUSE OF ACTION
FAILURE TO PROVIDE MEAL PERIODS
(AGAINST ALL DEFENDANTS)

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

45. 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 4, § 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.

46. 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 4, California Code of Civil Procedure § 1021.5 and Civil Code §§ 3287(b) and 3289.

FIFTH CAUSE OF ACTION
FAILURE TO AUTHORIZE AND PERMIT REST PERIODS
(AGAINST ALL DEFENDANTS)

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

48. The Wage Order 4, § 12 and California Labor Code §§ 226.7, 516 and 558 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*.

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

50. 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, statutory penalties, civil penalties, and costs of suit according to California Labor Code §§ 226.7, 516, 558, and Civil Code §§ 3287(b) and 3289.

1 **SIXTH CAUSE OF ACTION**

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

3 **(AGAINST ALL DEFENDANTS)**

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

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

10 53. Plaintiff is informed and believes, and based thereon alleges, that Defendants
11 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
12 and the members of the Wage Statement Class with compliant wage statements by not showing
13 the name of the legal entity that is the employer in violation of Labor Code § 226 *et seq.*

14 54. Defendants' failures in furnishing Plaintiff and members of the Wage Statement
15 Class with complete and accurate itemized wage statements resulted in actual injury, as said
16 failures led to, among other things, the non-payment of all earned minimum, overtime, and sick
17 pay wages, as well as meal and rest period premium wages, and deprived them of the information
18 necessary to identify the discrepancies in Defendants' reported data.

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

23 **SEVENTH CAUSE OF ACTION**

24 **FAILURE TO PAY ALL WAGES UPON TERMINATION**

25 **(AGAINST ALL DEFENDANTS)**

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

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

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

5 58. Plaintiff is informed and believes, and based thereon alleges, that Defendants
6 failed to timely pay Plaintiff and members of the Waiting Time Penalty Class all final wages due
7 to them at their separation from employment, including, minimum, overtime, and sick pay wages,
8 and meal and rest period premium wages.

9 59. Further, Plaintiff is informed and believes, and based thereon alleges, that as a
10 matter of uniform policy and practice, Defendants continue to fail to pay Plaintiff and members
11 of the Waiting Time Penalty Class all earned wages at the end of employment in a timely manner
12 pursuant to the requirements of Labor Code §§ 201-203.

13 60. Defendants' failure to pay all final wages was willful within the meaning of Labor
14 Code § 203. Defendants' willful failure to timely pay Plaintiff and the members of the Waiting
15 Time Penalty Class their earned wages upon separation from employment results in a continued
16 payment of wages up to thirty days from the time the wages were due.

17 61. Therefore, Plaintiff and members of the Waiting Time Penalty Class are entitled
18 to compensation pursuant to Labor Code § 203, plus reasonable attorneys' fees and costs of suit.

19 **EIGHTH CAUSE OF ACTION**

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

21 **(AGAINST ALL DEFENDANTS)**

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

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

27 64. As alleged herein, and due to their unlawful reimbursement policies and/or
28 practices, Defendants failed to indemnify Plaintiff and the members of the Reimbursement Class

1 all of their necessary business expenses, including, among other things, expenses related to his
2 use of his personal cellular phone and personal vehicle.

3 65. As a proximate result of Defendants' failure to indemnify Plaintiff and the
4 members of the Reimbursement Class for their necessary business expenses incurred, Plaintiff
5 and members of the Reimbursement Class are entitled to damages, attorneys' fees and costs of
6 suit, and interest thereon, in sums to be shown according to proof at trial, pursuant to Labor Code
7 § 2802.

8 **NINTH CAUSE OF ACTION**
9 **UNLAWFUL DEDUCTIONS FROM WAGES**
10 **(AGAINST ALL DEFENDANTS)**

11 66. Plaintiff re-alleges and incorporates by reference all previous paragraphs as though
12 fully set forth herein.

13 67. This cause of action is brought pursuant to Labor Code § 221 which provides that
14 "[i]t shall be unlawful for any employer to collect or receive from an employee any part of wages
15 theretofore paid by said employer to said employee."

16 68. As a matter of practice and policy, Defendants regularly deducted from the wages
17 owed to Plaintiff and members of the Unlawful Deductions Class.

18 69. Defendants knew or should have known that it is unlawful to deduct from wages
19 owed to Plaintiff and members of the Unlawful Deductions Class.

20 70. As a proximate result of Defendants' policies and/or practices in violation of Labor
21 Code § 221, Plaintiff and members of the Unlawful Deductions Class were damaged in sums,
22 which will be shown according to proof.

23 71. Plaintiff and members of the Unlawful Deductions Class are entitled to attorneys'
24 fees and costs of suit, and interest and penalties for bringing this action.

25 //

TENTH CAUSE OF ACTION
UNFAIR COMPETITION
(AGAINST ALL DEFENDANTS)

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

73. 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 minimum, overtime, and sick pay wages owed, failing to provide all required meal and rest periods, failing to pay meal and rest period premium wage payments, failing to reimburse all necessary business expenditures, and making unlawful deductions to wages.

74. 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.

75. 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.

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

77. 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.

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ELEVENTH CAUSE OF ACTION

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004

(AGAINST ALL DEFENDANTS)

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

79. Defendants have committed several Labor Code violations against Plaintiff and other Aggrieved Employees. Plaintiff, an “Aggrieved Employee” within the meaning of Labor Code § 2698 et seq., acting on behalf of himself and other Aggrieved Employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, the other aggrieved employees, and the State of California according to proof pursuant to Labor Code § 2699 (a) and (f) including, but not limited to: (1) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (2) no less than \$25.00 and up to \$200.00 for each aggrieved employee per pay period pursuant to Labor Code § 2699(f) for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations::

- a. Defendants violated Labor Code §§ 1194, 1194.2, and 1197 by failing to pay Plaintiff and other aggrieved employees the statutory minimum wage for all hours worked;
- b. Defendants violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Plaintiff and other aggrieved employees all overtime compensation earned;
- c. Defendant violated Labor Code § 246(l) by failing to pay Plaintiff and other aggrieved employees all sick leave wages owed;
- d. 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 other aggrieved employees;
- e. 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 other aggrieved employees;

- 1 f. Defendants violated Labor Code §§ 201, 202 and 203 by failing to timely pay
2 all final wages due to Plaintiff and other aggrieved employees; and
3 g. Defendants violated Labor Code § 226 et seq. by failing to issue accurate,
4 itemized wage statements to Plaintiff and other aggrieved employees;
5 h. Defendants violated Labor Code § 246(i) by failing to provide Plaintiff and
6 other aggrieved employees with written notice setting forth accrued leave
7 balances;
8 i. Defendants violated Labor Code § 2802 by failing to reimburse Plaintiff and
9 other aggrieved employees for all necessary expenditures incurred;
10 j. Defendants violated Labor Code § 221 by unlawfully deducting from earned
11 wages owed to Plaintiff and other aggrieved employees; and
12 k. Defendants violated Labor Code § 1174 by failing to maintain accurate records
13 on behalf of Plaintiff and other aggrieved employees.

14 80. On January 28, 2026, Plaintiff notified Defendants via certified mail, and the
15 California Labor and Workforce Development Agency (“LWDA”) via e-mail, of Defendants’
16 violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties
17 under California Labor Code § 2698 *et seq.* with respect to violations of the California Labor
18 Code identified in Paragraph 79 (a)-(k). Attached hereto as **Exhibit 1** is a true and correct copy
19 of the January 28, 2026 correspondence. Now that sixty-five days have passed from Plaintiff
20 notifying Defendants of these violations, Plaintiff has exhausted his administrative requirements
21 for bringing a claim under the Labor Code Private Attorneys General Act with respect to these
22 violations.

23 81. Plaintiff was compelled to retain the services of counsel to file this court action to
24 protect his interests and the interests of other aggrieved employees, and to assess and collect the
25 civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys’ fees and costs, which
26 he is entitled to recover under California Labor Code § 2699(g).

27 //

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, 558, 1194, 1197, 1197.1 and 1198;
5. Upon the Second Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194 and 1198.
6. Upon the Third Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code § 246;
7. Upon the Fourth Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;
8. Upon the Fifth Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;
9. Upon the Sixth Cause of Action, for statutory wage statement penalties pursuant to Labor Code § 226 *et seq.*;
10. Upon the Seventh Cause of Action, for waiting time penalties pursuant to Labor § 203;
11. Upon the Eighth Cause of Action, for compensatory and special damages according to proof pursuant to Labor Code § 2802;
12. Upon the Ninth Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 204, 221, 1194, 1194.2, 1197, 1197.1 and 1198;
13. Upon the Tenth 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.*;

14. Upon the Eleventh Cause of Action, for civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200.00 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (3) \$50.00 for each initial violation and \$100.00 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (4) no less than \$5,000.00 and up to \$25,000.00 for each violation pursuant to Labor Code § 226.8(b) and (c); and/or (5) no less than \$25.00 and up to \$200.00 for each aggrieved employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the Labor Code violations cited in Paragraph 79 (a)-(k) above.

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

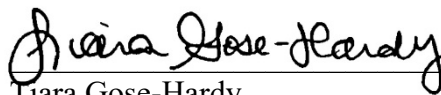
16. On all causes of action, for attorneys' fees and costs as provided by Labor Code § 218.5 and Code of Civil Procedure § 1021.5 and all other applicable statutes; and

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

Dated: April 7, 2026

Respectfully submitted,
LIDMAN LAW, APC

By:


Tiara Gose-Hardy

Attorneys for Plaintiff
WILLIAM LOPEZ

DEMAND FOR JURY TRIAL

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

Dated: April 7, 2026

Respectfully submitted,
LIDMAN LAW, APC

By:


Tiara Gose-Hardy

Attorneys for Plaintiff
WILLIAM LOPEZ

EXHIBIT 1

EXHIBIT 1

LIDMAN LAW

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

OFFICE: (424) 322-4772

FAX: (424) 322-4775

January 28, 2026

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**

AM PCS CA Inc, a California corporation
c/o Anuj Mehra, Registered Agent
1558 W. Pico Blvd.
Los Angeles, CA 90015

Re: *William Lopez v. AM PCS CA Inc, a California corporation*

To Whom It May Concern:

Please be advised that this law firm represents William Lopez in claims arising from his employment with AM PCS CA Inc., a California corporation (“Defendant”). Mr. Lopez is an “aggrieved employee” as defined by Labor Code sections 2699, *et seq.* due to Defendant’s numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code section 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated.

For purposes of this letter, an “aggrieved employee” should be considered to include all current and former hourly-paid employees in California who worked, at least in part, during the one year immediately preceding the date of this letter through the date of trial, the date judgment is entered, the date of settlement and/or other date approved by the Court.

Mr. Lopez, a former non-exempt employee, was employed by Defendant from about December 2024 to about August 2025. During his employment with Defendant, Mr. Lopez held the job title of Sales Representative and his job duties included, without limitation, overseeing employees, training new employees, and accessing inventory and the cash register.

During his employment with Defendant, Mr. Lopez was generally scheduled to work from 9:00 a.m. to 7:00 p.m. five days a week. Defendant required Mr. Lopez to clock in and out each day by entering a login key into the RTPOS system on a computer.

During Mr. Lopez’s employment with Defendant, he and other hourly, non-exempt employees were not paid for all time worked. Defendant often required Mr. Lopez and other hourly, non-exempt employees to perform work duties while not clocked in. Specifically, Mr. Lopez and other hourly, non-

exempt employees were required to travel for meetings, attend meetings, and be available for telephone calls outside of their scheduled work hours and while not clocked in. During Mr. Lopez's employment with Defendant, he often worked in excess of 8 hours per workday and/or 40 hours per work week, and therefore, had Mr. Lopez been paid for all of the time that he actually worked, he would have been paid additional minimum and/or overtime wages. These practices by Defendant resulted in Defendant not properly tracking the time worked by Mr. Lopez and other hourly, non-exempt employees, and also resulted in Defendant paying Mr. Lopez and other hourly, non-exempt employees less than they were owed for the work they performed, including failing to pay them all required minimum and overtime wages.

Further, Mr. Lopez and other hourly, non-exempt employees were not paid all overtime wages and sick pay wages due and owing to them. Specifically, Mr. Lopez and other hourly, non-exempt employees earned commissions and Defendant failed to include their commission pay when calculating the regular rate of pay for overtime and sick pay purposes. As a result, Defendant's policies and/or practices that fail to compensate for all hours worked at the correct overtime rate, double overtime rate, and/or sick leave rate, Mr. Lopez and other hourly, non-exempt employees were deprived of all required overtime wages earned and sick leave wages accrued.

Defendant also made unlawful deductions to Mr. Lopez's earned wages, known as Chargebacks, thus further failing to pay Mr. Lopez all wages owed to him.

Throughout his employment with Defendant, Mr. Lopez and other hourly, non-exempt employees were not provided all legally required meal periods due to Defendant's meal period policies and practices, which fail to provide uninterrupted, 30-minute duty free first meal periods before the end of the fifth hour of work, in violation of California law. Mr. Lopez's and other non-exempt employees' meal periods often took place after the fifth hour of work due to Defendant's work demands. Mr. Lopez's meal periods were often interrupted by Defendant and Mr. Lopez was required to remain on site during meal periods. Additionally, when Mr. Lopez and other hourly, non-exempt employees worked in excess of 10.0 in a shift, Defendant failed to provide a second meal period. As a result of the work demands imposed by Defendant, Defendant often provided meal periods that were either late, short, interrupted, or failed to provide a required meal period altogether.

Although Mr. Lopez and other hourly, non-exempt employees were not provided with all legally-compliant meal periods to which they were entitled, Defendant failed to compensate Mr. Lopez and other hourly, non-exempt employees with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

Throughout Mr. Lopez's employment with Defendant, Mr. Lopez and other hourly, non-exempt employees were not authorized and permitted to take legally required rest periods due to Defendant's work demands. Defendant's rest period policies and practices fail to authorize and permit 10-minute rest periods for every four hours worked, *or major fraction thereof*.

On those occasions when Mr. Lopez and other hourly, non-exempt employees were not authorized and permitted to take all legally-compliant rest periods to which they were entitled, Defendant failed to compensate Mr. Lopez and the other hourly, non-exempt employees with the required rest period premium for each workday in which they experienced a rest period violation as mandated by Labor Code § 226.7.

Defendant also failed to reimburse Mr. Lopez and other hourly, non-exempt employees for necessary business expenses incurred during the relevant time period. Specifically, Defendant required Mr. Lopez to use his personal cellular phone and personal vehicle for business purposes, such as attending meetings. Accordingly, despite Mr. Lopez and the other non-exempt employees being required to use their personal cellular phones and personal vehicles, Defendant did not reimburse them for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of their duties, or of their obedience to the directions of the employer in violation of California law.

As a result of Defendant's failure to pay minimum and overtime and sick leave wages, as well as meal and rest period premium wages, Defendant maintained inaccurate payroll records and issued inaccurate wage statements to Mr. Lopez and other hourly, non-exempt employees.

As a further result of Defendant's failure to pay all minimum, overtime and/or sick leave wages, and failure to pay all meal and rest period premium wages, Defendant failed to pay all wages owed to Mr. Lopez and other formerly employed non-exempt employees at the separation of their employment.

As described above, Defendant committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 4 ("Wage Order 4"):

Minimum Wage Violations

Defendant was required to pay Mr. Lopez and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour actually worked. *See* Labor Code §§ 1194; 1194.2, 1197, 1197.1; The Wage Order 4, § 4. Mr. Lopez and other aggrieved employees were not paid for all hours worked due to Defendant's unlawful practices and procedures. As alleged above, Defendant's unlawful policies and procedures required Mr. Lopez and other Aggrieved Employees to perform work duties outside of their work hours. These practices by Defendant resulted in Defendant not paying Mr. Lopez and other aggrieved employees for all wages owed for the work they performed, including failing to pay them all required minimum wages.

Overtime Violations

Defendant was required to pay Mr. Lopez and other aggrieved employees overtime wages for all hours worked in excess of eight hours per workday and/or forty hours per workweek. *See* Labor Code §§ 1194(a) and 1198; the Wage Order 4, § 3. According to Labor Code § 510(a), "Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee." This Section further provides, "Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee." As alleged above, Defendant failed to pay Mr. Lopez for all hours worked. As a result of Defendant's policies and/or practices that fail to compensate for all hours worked and at the proper rate, Mr. Lopez and other aggrieved employees were deprived of all required overtime wages earned.

Sick Leave Wage Violations

Defendant was required to calculate paid sick leave for non-exempt employees in the same manner as the regular rate of pay for the workweek in which the employee used paid sick time. *See* Labor Code § 246(l). Defendant failed to pay Mr. Lopez and other aggrieved employees sick leave wages at the regular rate of pay by not including commissions when calculating the regular rate. As alleged above, Defendant failed to pay Mr. Lopez all sick leave wages owed. As a result of Defendant's policies and/or practices that fail to sick leave pay at the regular rate of pay, Mr. Lopez and other aggrieved employees were deprived of all required sick leave wages earned.

Meal Period Violations

As alleged above, Defendant failed to provide Mr. Lopez and other Aggrieved Employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 4, § 11. Specifically, Mr. Lopez and other Aggrieved Employees were often unable to take a duty-free 30-minute meal period before the end of the fifth hour of work. As a result, Mr. Lopez and other Aggrieved Employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided."). Although Mr. Lopez and other Aggrieved Employees were not provided with all legally-compliant meal periods to which they were entitled, Defendant failed to compensate Mr. Lopez and other Aggrieved Employees with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

Rest Period Violations

Defendant also failed to authorize and permit Mr. Lopez and other Aggrieved Employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 1, § 12. As alleged above, Defendant's rest period policies/practices fail to authorize and permit all 10-minute rest periods for every four hours worked, or *major fraction thereof*. As a result, Mr. Lopez and other Aggrieved Employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest period is not provided.")

Wage Statement Violations

Defendant knowingly and intentionally, as a matter of uniform practice and policy, failed to furnish Mr. Lopez and other aggrieved employees with accurate and complete, itemized wage statements that included, among other requirements, all minimum, overtime, and sick leave wages earned, as well as meal and rest period premiums, all in violation of Labor Code § 226 *et seq.* Defendant's failure to furnish Mr. Lopez and other aggrieved employees with complete and accurate, itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all minimum, overtime, and sick leave wages earned, and meal and rest period 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. Lopez and other aggrieved employees all of their final wages at the time of separation, which included, among other things, underpaid minimum, overtime, and sick leave wages, as well as meal and rest period premium wages.

Failure to Reimburse Necessary Expenditures

As described above, Defendant required Mr. Lopez and other Aggrieved Employees to use their personal cellular phone to discharge their duties. Accordingly, despite the Aggrieved Employees being required to use their personal cellular phone, Defendant did not reimburse Mr. Lopez or other Aggrieved employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of their duties, or of their obedience to the directions of the employer in violation of California law. Defendant's policy of not providing reimbursement for necessary work-related expenses is in violation of Wage Order 1, and Labor Code §§ 2802 and 2804 ("An employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or obedience to the directions of the employer.") Mr. Lopez and other Aggrieved Employees are therefore entitled to reimbursement of such unpaid work expenses with interest.

Unlawful Deductions

Defendant unlawfully deducted from the wages rightfully and lawfully owed to Mr. Lopez and other aggrieved employees for various work expenses. Defendant's policy of deducting from earned wages is in violation of Labor Code § 221. Mr. Lopez and other aggrieved employees are therefore entitled to reimbursement of such unlawfully deducted wages.

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

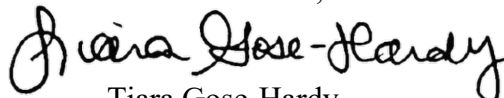
- a) Defendant violated Labor Code §§ 1194, 1194.2, and 1197 by failing to pay Mr. Lopez and other aggrieved employees the statutory minimum wage for all hours worked;
- b) Defendant violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Mr. Lopez and other aggrieved employees all overtime compensation earned;
- c) Defendant violated Labor Code § 246(l) by failing to pay Mr. Lopez and other aggrieved employees all sick leave wages owed;

- d) Defendant violated Labor Code §§ 226.7, 512, and 558 by failing to provide all legally required meal periods and failing to pay meal period premiums to Mr. Lopez and other aggrieved employees;
- e) Defendant violated Labor Code §§ 226.7, 516, and 558 by failing to provide all legally required rest periods and failing to pay rest period premiums to Mr. Lopez and other aggrieved employees;
- f) Defendant violated Labor Code §§ 201, 202 and 203 by failing to timely pay all final wages due to Mr. Lopez and other aggrieved employees; and
- g) Defendant violated Labor Code § 226 *et seq.* by failing to issue accurate, itemized wage statements to Mr. Lopez and other aggrieved employees;
- h) Defendant violated Labor Code § 246(i) by failing to provide Mr. Lopez and other aggrieved employees with written notice setting forth accrued leave balances;
- i) Defendant violated Labor Code § 2802 by failing to reimburse Mr. Lopez and other aggrieved employees for all necessary expenditures incurred;
- j) Defendant violated Labor Code § 221 by unlawfully deducting from earned wages owed to Mr. Lopez and other aggrieved employees; and
- k) Defendant violated Labor Code § 1174 by failing to maintain accurate records on behalf of Mr. Lopez 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.

Respectfully,

LIDMAN LAW, APC



Tiara Gose-Hardy