

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

Attorneys for Plaintiff
 LUIS CASTILLO

[Additional counsel on next page.]

FILED
 Superior Court of California
 County of Los Angeles
 09/25/2023

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**

LUIS CASTILLO, as an individual and on
 behalf of all others similarly situated,

Plaintiff,

vs.

DSD CONTAINER FREIGHT STATION,
 INC., a California corporation; and DOES 1
 through 100, inclusive,

Defendants.

Case No.: 23STCV16677

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

- (1) **FAILURE TO PAY ALL OVERTIME
 WAGES OWED (LABOR CODE §§ 204, 510,
 558, 1194, 1198);**
- (2) **MINIMUM WAGE VIOLATIONS (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
 REST PERIODS (LABOR CODE §§ 226.7,
 516, 558);**
- (5) **FAILURE TO PROVIDE ACCURATE,
 ITEMIZED WAGE STATEMENTS (LABOR
 CODE § 226 *et seq.*);**
- (6) **FAILURE TO REIMBURSE ALL
 NECESSARY BUSINESS EXPENDITURES
 (LABOR CODE §§ 2802);**
- (7) **UNFAIR COMPETITION (BUS & PROF
 CODE § 17200 *et seq.*;**
- (8) **CIVIL PENALTIES UNDER THE PRIVATE
 ATTORNEYS GENERAL ACT (LABOR
 CODE § 2698 *et seq.*)**

**DEMAND FOR JURY TRIAL
 UNLIMITED CIVIL CASE**

1 **HAINES LAW GROUP, APC**

2 Paul K. Haines (SBN 248226)

3 phaines@haineslawgroup.com

4 2155 Campus Drive, Suite 180

5 El Segundo, California 90245

6 Tel: (424) 292-2350

7 Fax: (424) 292-2355

8 Attorneys for Plaintiff

9 LUIS CASTILLO

1 Plaintiff Luis Castillo (“Plaintiff”), on behalf of himself and all others similarly situated, hereby
2 brings this First Amended Class and Representative Action Complaint (“FAC”) against DSD Container
3 Freight Station, Inc., a California corporation; and DOES 1 to 100, inclusive (collectively “Defendants”),
4 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 FAC for
7 recovery of unpaid wages and penalties under California Business and Professions Code § 17200 *et seq.*,
8 Labor Code §§ 204, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2698 *et*
9 *seq.*, 2802, and Industrial Welfare Commission Wage Order 9 (“Wage Order 9”), in addition to seeking
10 declaratory relief and restitution. This FAC is brought pursuant to California Code of Civil Procedure §
11 382. This Court has jurisdiction over Defendants’ violations of the California Labor Code because the
12 amount in controversy exceeds this Court's jurisdictional minimum.

13 **VENUE**

14 2. Venue is proper in this judicial district pursuant to Cal. Code of Civ. Proc. §§ 395(a) and
15 395.5, as at least some of the acts and omissions complained of herein occurred in the County of Los
16 Angeles. Defendants transact business in Southern California, including Los Angeles County and
17 Defendants are within the jurisdiction of this Court for purposes of service of process.

18 **PARTIES**

19 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
20 Plaintiff was and currently is, a California resident. During the four years immediately preceding the
21 filing of the lawsuit in this action and within the statute of limitations periods applicable to each cause of
22 action pled herein, Plaintiff was employed by Defendants as an hourly, non-exempt employee. Plaintiff
23 was, and is, a victim of Defendants’ policies and/or practices complained of herein, lost money and/or
24 property, and has been deprived of the rights guaranteed by Labor Code §§ 204, 226 *et seq.*, 226.7, 510,
25 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2698 *et seq.*, 2802, and California Business and
26 Professions Code § 17200 *et seq.* (“Unfair Competition Law”); and Wage Order 9, which sets
27 employment standards for the transportation industry, which includes the industry in which Plaintiff
28 worked for Defendants.

1 4. Plaintiff is informed and believes, and based thereon alleges, that during the four years
2 preceding the filing of the Lawsuit in this action and continuing to the present, Defendants did (and
3 continue to do) business by being a freight forwarding company. Defendants employed Plaintiff and
4 other, similarly-situated non-exempt, hourly employees within, among other counties, Los Angeles
5 County and the state of California and, therefore, were (and are) doing business in Los Angeles County
6 and the State of California.

7 5. Plaintiff does not know the true names or capacities, whether individual, partner, or
8 corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said defendants
9 are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this FAC
10 when such true names and capacities are discovered. Plaintiff is informed, and believes, and based
11 thereon alleges, that each of said fictitious defendants, whether individual, partners, or corporate, were
12 responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiff
13 and the Classes (as defined in Paragraph 19) to be subject to the unlawful employment practices, wrongs,
14 injuries and damages complained of herein.

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

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

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

27 **GENERAL FACTUAL ALLEGATIONS**

28 9. Plaintiff, a current non-exempt employee, has been employed by Defendants since

1 approximately 2019 through the present. Plaintiff has been on a leave of absence since approximately
2 March 17, 2021. Plaintiff held the position of Forklift Driver and then in approximately 2020, Plaintiff
3 held a security guard position.

4 10. Throughout Plaintiff's employment with Defendants, Plaintiff was generally scheduled to
5 work Monday through Friday from approximately 2:00 p.m. to approximately 10:30 p.m. However,
6 often times Plaintiff would work as early as 9:00 a.m. and/or as late as 12:00 a.m. midnight.

7 11. During his employment with Defendants, Defendants would keep track of Plaintiff's time
8 worked and would unlawfully shave Plaintiff's work time and/or round Plaintiff's work time such that
9 Plaintiff would not be fully paid for all time worked. This time-shaving and/or rounding practice utilized
10 by Defendants was not even-handed over time and would almost exclusively round and shave in
11 Defendants' favor such that Plaintiff was routinely unpaid for his time worked. As a result, Defendants
12 failed to pay Plaintiff all required minimum and overtime wages.

13 12. Further, throughout Plaintiff's employment with Defendants, Plaintiff would regularly
14 work in excess of 8.0 hours in a workday and/or 40.0 hours in a workweek, and in excess of 12.0 hours
15 per day. Although Plaintiff regularly worked in excess of 8.0 hours in a workday and/or 40.0 hours in a
16 workweek, Plaintiff did not receive legally required overtime compensation for these hours. Specifically,
17 Defendants had a policy and/or practice of paying Plaintiff in cash or a separate check for his overtime
18 wages. Due to Defendants' unlawful compensation practices, Defendants failed to pay proper overtime
19 wages for hours worked in excess of 8.0 hours per workday and/or 40.0 hours per workweek and have
20 therefore deprived Plaintiff of earned overtime wages. Defendants also failed to pay Plaintiff proper
21 double-time wages for hours worked in excess of 12.0 in a day.

22 13. During his employment with Defendants, Plaintiff was not provided all legally required
23 meal periods due to Defendants' unlawful meal period policies and practices. Throughout his
24 employment with Defendants, Plaintiff was not provided all required meal periods due to Defendants'
25 meal period policies/practices which fail to provide uninterrupted, duty-free and timely 30-minute meal
26 periods when employees work in excess of 5.0 hours in a day. Specifically, due to Plaintiff's job duties
27 and Defendants' practices of understaffing, Plaintiff was often prevented from taking meal periods that
28 commenced before the end of the 5th hour of work. Defendants' policies and practices also required

1 Plaintiff and other non-exempt employees to carry a radio/walkie talkie and respond at all times during
2 their shifts, including meal breaks, resulting in interrupted and/or short meal breaks. As a result of
3 Defendants' unlawful meal period policies and practices, Plaintiff meal periods were often late or
4 otherwise unlawful. Additionally, during times when Plaintiff worked in excess of 10.0 hours per shift,
5 Defendants failed to provide Plaintiff with a second, timely meal period of at least 30 minutes in length.

6 14. Although Plaintiff was not provided with all legally-compliant meal periods to which he
7 was entitled, Defendants failed to compensate Plaintiff with the required meal period premium of one
8 hour of wages at the employee's regular rate of pay for each workday in which he experienced a meal
9 period violation as mandated by Labor Code § 226.7.

10 15. Plaintiff was also not authorized and permitted to take all legally required paid rest periods
11 due to Defendants' unlawful rest period policies and practices. Specifically, Plaintiff worked shifts in
12 excess of 3.5 hours, but was not authorized or permitted to take a ten-minute paid rest period for every
13 four (4) hour period worked, or *major fraction thereof*. As a result of the work demands imposed by
14 Defendants and Defendants' practices of understaffing, Defendants failed to authorize and permit duty-
15 free rest periods for every four hours worked, or *major fraction thereof*.

16 16. On those occasions when Plaintiff was not authorized and permitted to take all legally-
17 compliant rest periods to which he was entitled, Defendants failed to compensate Plaintiff with the
18 required rest period premium of one hour of wages at the employee's regular rate of pay for each workday
19 in which he experienced a rest period violation as mandated by Labor Code § 226.7.

20 17. Defendants also failed to adequately reimburse Plaintiff and other non-exempt employees
21 for all reasonable and necessary work expenditures, including, but not limited to, use of personal cellular
22 phones to communicate with management. Despite requiring Plaintiff and other non-exempt employees
23 to use their personal cell phones for work-related purposes, Defendants did not reimburse Plaintiff and
24 other employees for their cellular phone expenses, as mandated by *Cochran v. Schwan's Home Service,*
25 *Inc.* (2014) 228 Cal.App.4th 1137.

26 18. As a result of Defendants' failure to pay all minimum and overtime wages, failure to pay
27 as well as meal and rest period premium wages, Defendants maintained inaccurate payroll records and
28 issued inaccurate wage statements to Plaintiff. Further, Defendants paid Plaintiff overtime wages in a
separate check and/or cash, which deprived Plaintiff and other non-exempt employees with the full wages

to which they were entitled, including overtime wages.

CLASS ACTION ALLEGATIONS

19. **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 hourly, non-exempt employees in California who worked more than eight hours per day and/or forty hours per week, and were subject to Defendants' timekeeping policies and practices, during the four years immediately preceding the filing of this 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 hourly, non-exempt employees in California who worked at least one shift in excess of 5.0 hours during the four years immediately preceding the filing of this lawsuit through the present.
- d. The Rest Period Class consists of all of Defendants' current and former hourly, non-exempt employees in California who worked at least one shift of 3.5 hours or more, during the four years immediately preceding the filing of this lawsuit through the present.
- e. The Wage Statement Class consists of all of Defendants' current and former hourly, non-exempt employees in California, as well as all members of the: (i) Overtime Class; (ii) Minimum Wage Class; (iii) Meal Period Class; (iv) Rest Period Class; and/or (v) Employee Expense Class during the one year immediately preceding the filing of this lawsuit through the present.
- f. The Employee Expense Class consists of all of Defendants' current and former employees who used their personal cellular phones for work purposes, during the four years immediately preceding the filing of the lawsuit through the present.
- g. The UCL Class consists of members of the: (i) Overtime Class; (ii) Minimum Wage Class; (iii); Meal Period Class; (iv) Rest Period Class; (v) Wage Statement Class, and/or (vi)

Employee Expense Class during the four years immediately preceding the filing of this lawsuit through the present.

20. 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.

21. **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 fifty (50) individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

22. **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 overtime wages for all hours worked pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;
- ii. Whether Plaintiff and members of the Minimum Wage Class were compensated for all hours actually worked;
- 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' policies and/or practices regarding business expenditures resulted in the failure to properly reimburse members of the Employee Expense Class;
- 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.

23. **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 timekeeping, minimum and overtime wage payment, expense reimbursement, and meal and/or rest period 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.

24. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because Plaintiff was employed by Defendants as an hourly, non-exempt employee in California during the statute(s) of limitations period applicable to each cause of action pled in the FAC. As alleged herein, Plaintiff, like the members of the Classes, was not provided all legally required overtime and minimum wages, was not provided with all required meal periods, was not authorized and permitted to take all required rest periods, did not receive all meal and rest period premium wages when he was not provided compliant meal and rest periods, was not reimbursed for necessary expenditures, and was not provided with accurate, itemized wage statements.

25. **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.

26. **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

1 particularly efficient and appropriate procedure to redress the violations alleged herein. If each employee
2 were required to file an individual lawsuit, Defendants would necessarily gain an unconscionable
3 advantage since they would be able to exploit and overwhelm the limited resources of each individual
4 plaintiff with their vastly superior financial and legal resources. Moreover, requiring each member of
5 the Classes to pursue an individual remedy would also discourage the assertion of lawful claims by
6 employees who would be disinclined to file an action against their former and/or current employer for
7 real and justifiable fear of retaliation and permanent damages to their careers at subsequent employment.
8 Further, the prosecution of separate actions by the individual class members, even if possible, would
9 create a substantial risk of inconsistent or varying verdicts or adjudications with respect to the individual
10 class members against Defendants herein; and which would establish potentially incompatible standards
11 of conduct for Defendants; and/or legal determinations with respect to individual class members which
12 would, as a practical matter, be dispositive of the interest of the other class members not parties to
13 adjudications or which would substantially impair or impede the ability of the class members to protect
14 their interests. Further, the claims of the individual members of the Classes are not sufficiently large to
15 warrant vigorous individual prosecution considering all of the concomitant costs and expenses attending
16 thereto. As such, the Classes identified in Paragraph 19 are maintainable as a Class under § 382 of the
17 Code of Civil Procedure.

18 **FIRST CAUSE OF ACTION**

19 **FAILURE TO PAY ALL OVERTIME WAGES OWED**

20 **(AGAINST ALL DEFENDANTS)**

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

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

26 29. At all times relevant herein Defendants were required to properly compensate Plaintiff
27 and the members of the Overtime Class for all overtime hours worked pursuant to California Labor Code
28 §§ 510 and 1194, and Wage Order 5. Labor Code § 510 and Wage Order 9, Section 3 require an employer

1 to pay an employee “one and one-half (1½) times the regular rate of pay” for work in excess of 8 hours
2 per workday and/or in excess of 40 hours per workweek. Labor Code § 510 and Wage Order 9, Section
3 3 also require an employer to pay an employee double the employee’s regular rate for work in excess of
4 12 hours each workday and/or in excess of 8 hours on the seventh consecutive day of work in the
5 workweek. Defendants caused Plaintiff and the members of the Overtime Class to work in excess of 8
6 hours in a workday and/or 40 hours in a workweek but did not properly compensate Plaintiff and the
7 members of the Overtime Class at one and one-half their regular rate of pay for such hours.

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

13 **SECOND CAUSE OF ACTION**

14 **MINIMUM WAGE VIOLATIONS**

15 **(AGAINST ALL DEFENDANTS)**

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

17 32. Wage Order 9, § 4 and California Labor Code §§ 1197 and 1182.12 establish the right of
18 employees to be paid minimum wages for all hours worked, in amounts set by state law. Labor Code §§
19 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as
20 required by Labor Code § 1197 may recover the unpaid balance together with attorney’s fees and costs
21 of suit, as well as liquidated damages in an amount equal to the unpaid wages and interests accrued
22 thereon.

23 33. Defendants’ policy and practice of not paying all minimum wages violates California
24 Labor Code §§ 204, 210, 216, 558, 1182.12, 1197.1, 1198, and the applicable IWC Wage Order.

25 34. Such a practice and uniform administration of corporate policy regarding illegal employee
26 compensation is unlawful and creates an entitlement to recovery by Plaintiffs and members of the
27 Minimum Wage Class in a civil action for the unpaid amount of minimum wages, liquidated damages,
28 including interests thereon, statutory penalties, civil penalties, attorneys’ fees, and costs of suit according

to California Labor Code §§ 204, 210, 216, 558, 1194, 1198, and Code of Civil Procedure § 1021.5.

THIRD CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

(AGAINST ALL DEFENDANTS)

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

36. 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 9, § 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.

37. 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 9, California Code of Civil Procedure § 1021.5 and Civil Code §§ 3287(b) and 3289.

FOURTH CAUSE OF ACTION

FAILURE TO AUTHORIZE AND PERMIT REST PERIODS

(AGAINST ALL DEFENDANTS)

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

39. Wage Order 9, § 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*.

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

41. 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.

FIFTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE, ITEMIZED WAGE STATEMENTS

(AGAINST ALL DEFENDANTS)

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

43. Plaintiff is informed and believes, and based thereon alleges, that Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff and members of the Wage Statement Class with complete and accurate wage statements with respect to their actual regular and overtime hours worked, total gross wages earned, total deductions, employer address, and total net wages earned, all in violation of Labor Code § 226 *et seq.*

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

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

SIXTH CAUSE OF ACTION

FAILURE TO REIMBURSE BUSINESS EXPENDITURES

(AGAINST ALL DEFENDANTS)

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

47. Based on information and belief, Defendants required Plaintiff and members of the Employee Expense Class to use their personal cellular phones for business purposes but failed to provide adequate reimbursement.

48. At all relevant times herein, Defendants were subject to Labor Code § 2802, which states that, "[a]n employer shall indemnify his or her employee 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

1 directions of the employer.”

2 49. At all relevant times herein, Defendants were subject to Labor Code § 2804, which states
3 that, “[a]ny contract or agreement, express or implied, made by any employee to waive the benefits of
4 this article or any part thereof, is null and void, and this article shall not deprive any employee or his
5 personal representative of any right or remedy to which he is entitled under the laws of this State.”

6 50. As a proximate result of Defendants’ policies and/or practices in violation of Labor Code
7 §§ 2802 and 2804, and Wage Order 9, § 9, Plaintiff and members of the Employee Expense Class were
8 damaged in sums, which will be shown according to proof.

9 51. Plaintiff and members of the Employee Expense Class are entitled to attorneys’ fees and
10 costs of suit pursuant to Labor Code § 2802(c) for bringing this action.

11 52. Pursuant to Labor Code § 2802(b), any action brought for the reimbursement of necessary
12 expenditures carries interest at the same rate as judgments in civil actions. Thus, Plaintiff and members
13 of the Employee Expense Class are entitled to interest, which shall accrue from the date on which they
14 incurred the necessary expenditure.

15 **SEVENTH CAUSE OF ACTION**

16 **UNFAIR COMPETITION**

17 **(AGAINST ALL DEFENDANTS)**

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

19 54. Defendants have engaged and continue to engage in unfair and/or unlawful business
20 practices in California in violation of California Business and Professions Code § 17200 *et seq.*, by failing
21 to pay all minimum and/or overtime wages, provide all required meal periods, authorize and permit all
22 required rest periods, or pay premium payments in lieu thereof, and reimburse necessary business
23 expenditures.

24 55. Defendants’ utilization of these unfair and/or unlawful business practices deprived
25 Plaintiff and continues to deprive members of the Classes of compensation to which they are legally
26 entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over
27 Defendants’ competitors who have been and/or are currently employing workers and attempting to do so
28 in honest compliance with applicable wage and hour laws.

56. 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.

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 as though fully set forth herein.

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 herself and other Aggrieved Employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, the other aggrieved employees, and the State of California according to proof pursuant to Labor Code § 2699 (a) and (f) including, but not limited to: (1) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (2) \$100.00 for each initial violation and \$200.00 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

- a) Defendants violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Plaintiff and other aggrieved employees all overtime compensation earned;
- b) 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;

- 1 c) Defendants violated Labor Code §§ 226.7, 512, and 558 by failing to provide all legally
2 required meal periods and failing to pay meal period premiums to Plaintiff and the
3 aggrieved employees;
- 4 d) Defendants violated Labor Code §§ 226.7, 516, and 558 by failing to provide all legally
5 required rest periods and failing to pay rest period premiums to Plaintiff and the
6 aggrieved employees;
- 7 e) Defendants violated Labor Code § 226 by failing to furnish Plaintiff and the aggrieved
8 employees with accurate and compliant itemized wage statements;
- 9 f) Defendants violated Labor Code § 204 by failing to pay Plaintiff and the aggrieved
10 employees all earned wages at least twice during each calendar month; and
- 11 g) Defendants violated Labor Code § 1174 by failing to maintain accurate records on behalf
12 of Plaintiff and the aggrieved employees.

13 60. On July 20, 2023, Plaintiff notified Defendants via certified mail, and the California Labor
14 and Workforce Development Agency (“LWDA”) via e-mail, of Defendants’ violations of the California
15 Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698
16 *et seq.* with respect to violations of the California Labor Code identified in Paragraph 59 (a)-(g). Attached
17 hereto as **Exhibit 1** is a true and correct copy of the July 20, 2023 correspondence. Now that sixty-five
18 days have passed from Plaintiff notifying Defendant and the LWDA of these violations and the LWDA
19 has not provided notice that it intends to investigate, Plaintiff has exhausted his administrative
20 requirements for bringing a claim under the Labor Code Private Attorneys General Act with respect to
21 these violations.

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

26 **PRAYER**

27 WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf this
28 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 payment of minimum wages, liquidated damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2 and 1197;
6. Upon the Third Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;
7. Upon the Fourth Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;
8. Upon the Fifth Cause of Action, for statutory wage statement penalties pursuant to Labor Code § 226 *et seq.*;
9. Upon the Sixth Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code § 2802;
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 Plaintiffs, 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

1 cited in Paragraph 59 (a)-(g) above.

2 12. Prejudgment interest on all due and unpaid wages pursuant to California Labor Code §
3 218.6 and Civil Code §§ 3287 and 3289;

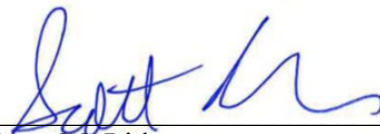
4 13. On all causes of action, for attorneys' fees and costs as provided by Labor Code § 218.5
5 and Code of Civil Procedure § 1021.5 and all other applicable statutes; and

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

7
8 Dated: September 25, 2023

Respectfully submitted,
LIDMAN LAW, APC

9
10
11 By:



Scott M. Lidman
Elizabeth Nguyen
Milan Moore
Attorneys for Plaintiff
LUIS CASTILLO

12
13
14 **DEMAND FOR JURY TRIAL**

15
16 Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

17
18 Dated: September 25, 2023

Respectfully submitted,
LIDMAN LAW, APC

19
20
21 By:



Scott M. Lidman
Elizabeth Nguyen
Milan Moore
Attorneys for Plaintiff
LUIS CASTILLO

EXHIBIT 1

EXHIBIT 1

LIDMAN LAW

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

OFFICE: (424) 322-4772

FAX: (424) 322-4775

July 20, 2023

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

**VIA U.S. CERTIFIED MAIL – RETURN
RECEIPT REQUESTED**

DSD Container Freight Station, Inc.
c/o Danielle Elise Martinez, Registered Agent
2411 Santa Fe Avenue
Redondo Beach, CA 90278

Re: *Luis Castillo v. DSD Container Freight Station, Inc.*

To Whom It May Concern:

Please be advised that this law firm represents Luis Castillo in claims arising from his employment with DSD Container Freight Station, Inc., a California corporation (“Defendant”). Mr. Castillo 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. Castillo, a current non-exempt employee, has been employed by Defendant since approximately 2019 through the present. Mr. Castillo has been on a leave of absence since approximately March 17, 2021. Mr. Castillo held the position of Forklift Driver and then in approximately 2020, Mr. Castillo held a security guard position.

Throughout Mr. Castillo’s employment with Defendant, Mr. Castillo was generally scheduled to work Monday through Friday from approximately 2:00 p.m. to approximately 10:30 p.m. However, often times Mr. Castillo would work as early as 9:00 a.m. and/or as late as 12:00 a.m. midnight.

During his employment with Defendant, Defendant would keep track of Mr. Castillo and other hourly, non-exempt employees’ time worked and would unlawfully shave their work time and/or round their work time such that they would not be fully paid for all time worked. This time-shaving and/or

rounding practice utilized by Defendant was not even-handed over time and would almost exclusively round and shave in Defendant's favor such that Mr. Castillo and other hourly, non-exempt employees were routinely unpaid for their time worked. As a result, Defendant failed to pay Mr. Castillo and other hourly, non-exempt employees all required minimum and overtime wages.

Further, throughout Mr. Castillo's employment with Defendant, Mr. Castillo and other hourly, non-exempt employees would regularly work in excess of 8.0 hours in a workday and/or 40.0 hours in a workweek, and in excess of 12.0 hours per day. Although Mr. Castillo and other hourly, non-exempt employees regularly worked in excess of 8.0 hours in a workday and/or 40.0 hours in a workweek, Mr. Castillo and other hourly, non-exempt employees did not receive legally required overtime compensation for these hours. Specifically, Defendant had a policy and/or practice of paying Mr. Castillo and other hourly, non-exempt employees in cash or a separate check for their overtime wages. Due to Defendant's unlawful compensation practices, Defendant failed to pay proper overtime wages for hours worked in excess of 8.0 hours per workday and/or 40.0 hours per workweek and has therefore deprived Mr. Castillo and other hourly, non-exempt employees of earned overtime wages. Defendant also failed to pay Mr. Castillo and other hourly, non-exempt employees proper double-time wages for hours worked in excess of 12.0 in a day.

During his employment with Defendant, Mr. Castillo and other hourly, non-exempt employees were not provided all legally required meal periods due to Defendant's unlawful meal period policies and practices. Throughout his employment with Defendant, Mr. Castillo and other hourly, non-exempt employees were not provided all required meal periods due to Defendant's meal period policies/practices which fail to provide uninterrupted, duty-free and timely 30-minute meal periods when employees work in excess of 5.0 hours in a day. Specifically, due to their job duties and Defendant's practices of understaffing, Mr. Castillo and other hourly, non-exempt employees were often prevented from taking meal periods that commenced before the end of the 5th hour of work. Defendant's policies and practices also required Mr. Castillo and other hourly, non-exempt employees to carry a radio/walkie talkie and respond at all times during their shifts, including meal breaks, resulting in interrupted and/or short meal breaks. As a result of Defendant's unlawful meal period policies and practices, Mr. Castillo and other hourly, non-exempt employees' meal periods were often late or otherwise unlawful. Additionally, during times when Mr. Castillo and other hourly, non-exempt employees worked in excess of 10.0 hours per shift, Defendant failed to provide them with a second, timely meal period of at least 30 minutes in length.

Although Mr. Castillo and other hourly, non-exempt employees were not provided with all legally-compliant meal periods to which he was entitled, Defendant failed to compensate them with the required meal period premium of one hour of wages at the employee's regular rate of pay for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

Mr. Castillo and other hourly, non-exempt employees were also not authorized and permitted to take all legally required paid rest periods due to Defendant's unlawful rest period policies and practices. Specifically, Mr. Castillo and other hourly, non-exempt employees worked shifts in excess of 3.5 hours, but was not authorized or permitted to take a ten-minute paid rest period for every four (4) hour period worked, or *major fraction thereof*. As a result of the work demands imposed by Defendant and Defendant's practices of understaffing, Defendant failed to authorize and permit duty-free rest periods for every four hours worked, or *major fraction thereof*.

On those occasions when Mr. Castillo 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. Castillo and other hourly, non-exempt employees with the required rest period premium of one hour of wages at the employee's regular rate of pay for each workday in which they experienced a rest period violation as mandated by Labor Code § 226.7.

Defendant also failed to adequately reimburse Mr. Castillo and other hourly, non-exempt employees for all reasonable and necessary work expenditures, including, but not limited to, use of personal cellular phones to communicate with management. Despite requiring Mr. Castillo and other hourly, non-exempt employees to use their personal cell phones for work-related purposes, Defendant did not reimburse Mr. Castillo and other hourly, non-exempt employees for their cellular phone expenses, as mandated by *Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th 1137.

As a result of Defendant's failure to pay all minimum and overtime wages, failure to pay as well as meal and rest period premium wages, Defendant maintained inaccurate payroll records and issued inaccurate wage statements to Mr. Castillo and other hourly, non-exempt employees. Further, Defendant paid Mr. Castillo overtime wages in a separate check and/or cash, which deprived Mr. Castillo and other hourly, non-exempt employees with the full wages to which they were entitled, including overtime wages.

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

Overtime Violations

Defendant was required to pay Mr. Castillo and other aggrieved employees overtime wages for all hours worked in excess of eight hours per workday and/or forty hours per workweek. *See* Labor Code §§ 1194(a) and 1198; the Wage Order 9, § 3. According to Labor Code § 510(a), "Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee." This Section further provides, "Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee." During his employment with Defendant, Defendant would keep track of Mr. Castillo's time worked and would unlawfully shave Mr. Castillo's work time and/or round Mr. Castillo's work time such that Mr. Castillo would not be fully paid for all time worked. This time-shaving and/or rounding practice utilized by Defendant was not even-handed over time and would almost exclusively round and shave in Defendant's favor such that Mr. Castillo was routinely unpaid for his time worked. As a result, Defendant failed to pay Mr. Castillo all required minimum and overtime wages.

Further, throughout Mr. Castillo's employment with Defendant, Mr. Castillo would regularly work in excess of 8.0 hours in a workday and/or 40.0 hours in a workweek, and in excess of 12.0 hours per day. Although Mr. Castillo regularly worked in excess of 8.0 hours in a workday and/or 40.0 hours in a workweek, Mr. Castillo did not receive legally required overtime compensation for these hours. Specifically, Defendant had a policy and/or practice of paying Mr. Castillo in cash or a separate check for his overtime wages. Due to Defendant's unlawful compensation practices, Defendant failed to pay proper overtime wages for hours worked in excess of 8.0 hours per workday and/or 40.0 hours per

workweek and has therefore deprived Mr. Castillo of earned overtime wages. Defendant also failed to pay Mr. Castillo proper double-time wages for hours worked in excess of 12.0 in a day.

Minimum Wage Violations

Defendant was required to pay Mr. Castillo and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour actually worked. *See* Labor Code §§ 1194; 1194.2, 1197; The Wage Order 9, § 4. As described above, during Mr. Castillo's employment, Defendant would keep track of Mr. Castillo's time worked through a cellular application that she accessed through her personal cellular phone. Defendant required Mr. Castillo to work off-the-clock outside of her scheduled work hours and/or during meal breaks, including without limitation, reading, reviewing, and responding to communications with management about information about promotions, scheduling, sales, sales reports, among other work-related issues. However, Mr. Castillo was not compensated for such work. As a result, Defendant failed to pay Mr. Castillo and other aggrieved employees 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 9, § 11. As described above, Specifically, due to Mr. Castillo's job duties and Defendant's practices of understaffing, Mr. Castillo was often prevented from taking meal periods that commenced before the end of the 5th hour of work. Defendant's policies and practices also required Mr. Castillo and other aggrieved employees to carry a radio/walkie talkie and respond at all times during their shifts, including meal breaks, resulting in interrupted and/or short meal breaks. As a result of Defendant's unlawful meal period policies and practices, Mr. Castillo meal periods were often late or otherwise unlawful. Additionally, during times when Mr. Castillo worked in excess of 10.0 hours per shift, Defendant failed to provide Mr. Castillo with a second, timely meal period of at least 30 minutes in length. Therefore, 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 9, § 12. As alleged above, Defendant's rest period policies and practices fail to authorize and permit the aggrieved employees to take a net paid 10-minute rest period for every four hours worked, or *major fraction thereof*, due to Defendant's practices of understaffing and the work demands imposed by Defendant. 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.")

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, and meal and rest period premium wages, in violation of Labor Code § 226 *et seq.* Further, Defendant paid Mr. Castillo overtime wages in a separate check and/or cash, which deprived Mr. Castillo and other aggrieved employees with the full wages to which they were entitled, including overtime wages. 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.

Failure to Reimburse Business Expenses

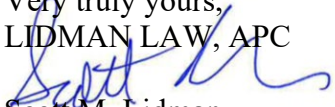
During Mr. Castillo's employment with Defendant, Mr. Castillo and other aggrieved employees were required to use their personal cellular phone to discharge their duties. Defendant's policy of not providing reimbursement for necessary work-related expenses is in violation of Wage Order 9 § 9, and Labor 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. Castillo and the aggrieved employees are therefore entitled to reimbursement of such unpaid work expenses with interest.

As an "aggrieved employee," Mr. Castillo 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. Castillo'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 Mr. Castillo and other aggrieved employees all overtime compensation earned;
- b) Defendant violated Labor Code §§ 1194, 1194.2, and 1197 by failing to pay Mr. Castillo and other 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 Mr. Castillo and 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 Mr. Castillo and the aggrieved employees;

- e) Defendant violated Labor Code § 226 by failing to furnish Mr. Castillo and the aggrieved employees with accurate and compliant itemized wage statements;
- f) Defendant violated Labor Code § 204 by failing to pay Mr. Castillo and the aggrieved employees all earned wages at least twice during each calendar month; and
- g) Defendant violated Labor Code § 1174 by failing to maintain accurate records on behalf of Mr. Castillo and the aggrieved employees.

Pursuant to Labor Code section 2699.3(a)(2)(A), please notify us and Defendant if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
LIDMAN LAW, APC

Scott M. Lidman