

LIDMAN LAW, APC

Scott M. Lidman (SBN 199433)

slidman@lidmanlaw.com

Milan Moore (SBN 308095)

mmoore@lidmanlaw.com

Tiara Gose-Hardy (SBN 323823)

tgose@lidmanlaw.com

2155 Campus Drive, Suite 150

El Segundo, California 90245

Tel: (424) 322-4772

Fax: (424) 322-4775

Attorneys for Plaintiffs ISIDRO JIMENEZ FLORES,
FRANCISCO VALDEZ and THOMAS GOW*[Additional counsel on next page.]***SUPERIOR COURT OF THE STATE OF CALIFORNIA****FOR THE COUNTY OF LOS ANGELES**ISIDRO JIMENEZ FLORES, as an
individual and on behalf of all others
similarly situated,

Plaintiff,

vs.

INLAND KENWORTH (US), INC., a New
Mexico corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 23STCV16100

**SECOND 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.*); and**

FILED

Superior Court of California

County of Los Angeles

01/10/2025

David W. Stoyko, Executive Officer / Clerk of Court

By: A. Soni Deputy

1 (9) FAILURE TO PAY ALL WAGES UPON
2 TERMINATION (LABOR CODE §§ 201-
3 203)

4 DEMAND FOR JURY TRIAL
5 UNLIMITED CIVIL CASE
6

7 **HAINES LAW GROUP, APC**

8 Paul K. Haines (SBN 248226)
9 phaines@haineslawgroup.com
10 2155 Campus Drive, Suite 180
11 El Segundo, California 90245
12 Tel: (424) 292-2350
13 Fax: (424) 292-2355

14 Attorneys for Plaintiffs
15 ISIDRO JIMENEZ FLORES,
16 FRANCISCO VALDEZ and THOMAS GOW
17
18
19
20
21
22
23
24
25
26
27
28

1 Plaintiffs Isidro Jimenez Flores (“Plaintiff Flores”), Francisco Valdez (“Plaintiff Valdez”), and
2 Thomas Gow (“Plaintiff Gow”) (Flores, Valdez, and Gow collectively referred to herein as “Plaintiffs”),
3 on behalf of themselves and all others similarly situated, hereby brings this Second Amended Class and
4 Representative Action Complaint (“SAC”) against Inland Kenworth (US), Inc., a California corporation;
5 and DOES 1 to 100, inclusive (collectively “Defendants”), and on information and belief alleges as
6 follows:

7 **JURISDICTION**

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

15 **VENUE**

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

20 **PARTIES**

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

1 7, which sets employment standards for the mercantile industry, which includes the industry in which
2 Plaintiff worked for Defendants.

3 4. Plaintiffs are informed and believe, and based thereon allege, that during the four years
4 preceding the filing of the Lawsuit in this action and continuing to the present, Defendants did (and
5 continue to do) business by being a semi-truck dealer. Defendants employed Plaintiffs and other,
6 similarly-situated non-exempt, hourly employees within, among other counties, Los Angeles County and
7 the state of California and, therefore, were (and are) doing business in Los Angeles County and the State
8 of California.

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

17 6. Plaintiffs are informed, and believe, and thereon allege, that at all times mentioned herein,
18 Defendants were and are the employers of Plaintiffs and all members of the Classes.

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

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

GENERAL FACTUAL ALLEGATIONS

9. Plaintiff Flores, a current non-exempt employee, has been employed by Defendants since approximately August 31, 2015 through the present. Plaintiff Flores has been on a leave of absence since approximately October 27, 2022. Plaintiff Flores held the position of Level 7 DSL Tech and is responsible for repairing trucks.

10. Plaintiff Valdez, a current non-exempt employee, has been employed by Defendants since approximately January 2019 through the present. Plaintiff Valdez has been on a leave of absence since approximately January 25, 2024. He held the job title of Diesel Technician and his responsibilities included without limitation, repair trucks, including brake repairs, electrical repairs, and replacing parts.

11. Plaintiff Gow, a former non-exempt employee, was employed by Defendants from approximately 2015 through approximately November 2021. During his employment with Defendants, Plaintiff Gow was a Mechanic and worked generally from 6:00 a.m. to 2:30 p.m. Tuesday through Saturday.

12. Throughout Plaintiff Flores's employment with Defendants, Plaintiff Flores was generally scheduled to work Monday through Friday from approximately 6:00 a.m. to approximately 2:30 p.m. However, often times Plaintiff Flores would work as late as 9:00 p.m. and would often work on Saturdays.

13. Plaintiff Valdez was generally scheduled to work Monday through Friday from 7:00 a.m. to approximately 3:30 p.m. However, Plaintiff Valdez often worked more than his scheduled hours and his typical shift length ranged from 8 to 12 hours.

14. During their employment with Defendants, Defendants would keep track of Plaintiffs' time worked through ADP fingerprint timekeeping system. Plaintiffs would often arrive to work prior to their scheduled start and begin their pre-shift duties, including without limitation turning on computer systems. However, Defendants' policies and procedures prohibited Plaintiffs from clocking in prior to the start of his scheduled start time and thus, Plaintiffs were routinely underpaid for his time worked. As a result of Defendants' timekeeping policies and procedures, Defendants failed to pay Plaintiffs and other non-exempt employees all required minimum and overtime wages.

15. During their employment with Defendants, Plaintiffs and other non-exempt employees

were not provided all legally required meal periods due to Defendants' unlawful meal period policies and practices. Throughout their employment with Defendants, Plaintiffs were not provided all required meal periods due to Defendants' 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 the work demands imposed by Defendants, Plaintiffs were often prevented from taking meal periods that commenced before the end of the 5th hour of work. Defendants' policies and practices also required Plaintiff Flores and other non-exempt employees to carry a cell phone or 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 Defendants' unlawful meal period policies and practices, Plaintiffs and other non-exempt employees' meal periods were often late or otherwise unlawful. Additionally, during times when Plaintiffs worked in excess of 10.0 hours per shift, Defendants failed to provide Plaintiffs with a second, timely meal period of at least 30 minutes in length.

16. Although Plaintiffs and other non-exempt employees were not provided with all legally-compliant meal periods to which they were entitled, Defendants 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 he experienced a meal period violation as mandated by Labor Code § 226.7.

17. Plaintiffs were also not authorized and permitted to take all legally required paid rest periods due to Defendants' unlawful rest period policies and practices. Specifically, Defendants' policies and procedures only authorized and permitted one rest period each shift irrespective of the shift length. As a result, Defendants failed to authorize and permit duty-free rest periods for every four hours worked, or *major fraction thereof*.

18. On those occasions when Plaintiffs and other non-exempt employees were not authorized and permitted to take all legally-compliant rest periods to which they were entitled, Defendants failed to compensate Plaintiff and other 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.

19. Defendants also failed to adequately reimburse Plaintiffs and other 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 Plaintiffs and other non-exempt employees to use their personal cell phones for work-related purposes, Defendants did not reimburse Plaintiff and other employees for their cellular phone expenses, as mandated by *Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th 1137.

20. As a result of Defendants' failure to pay all minimum and overtime wages, failure to provide all meal and rest periods and/or in lieu pay meal and rest period premium wages, Defendants maintained inaccurate payroll records and issued inaccurate wage statements to Plaintiffs.

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

CLASS ACTION ALLEGATIONS

22. **Class Definitions:** Plaintiffs brings this action on behalf of themselves 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 were subject to Defendants' timekeeping policies and practices who worked more than eight hours per day and/or forty hours per week during the period of March 2, 2021 through the present,, excluding, however, any time period during which the members of this subclass were subject to a Collective Bargaining Agreement.
- 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 period of March 2, 2021 through the present,, excluding, however, any time period during which the members of this subclass were subject to a Collective Bargaining Agreement.
- 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 f period of March 2, 2021 through the present,, excluding, however, any time period during which the members of this subclass were subject to a Collective Bargaining Agreement.

- 1 d. The Rest Period Class consists of all of Defendants' current and former hourly, non-
2 exempt employees in California and who worked at least one shift of 6.0 hours or more,
3 during the period of March 2, 2021 through the present,, excluding, however, any time
4 period during which the members of this subclass were subject to a Collective Bargaining
5 Agreement.
- 6 e. The Wage Statement Class consists of all of Defendants' current and former hourly, non-
7 exempt employees in California who worked during the one year immediately preceding
8 the filing of this lawsuit through the present, excluding, however, any time period during
9 which the members of this subclass were subject to a Collective Bargaining Agreement.
- 10 f. The Waiting Time Penalty Class consists of consists of Defendants' formerly employed
11 members of the: (i) Overtime Class; (ii) Minimum Wage Class; (iii) Meal Period Class;
12 (iv) Rest Period Class, and/or (v) Wage Statement Class, who separated from employment
13 during the three years immediately preceding the filing of the lawsuit through the present,
14 excluding however, any time period during which the members of this subclass were
15 subject to a Collective Bargaining Agreement.
- 16 g. The Employee Expense Class consists of all of Defendants' current and former hourly,
17 non-exempt employees in California who were required by Defendants to use their
18 personal cellular phones for work purposes, during the period of March 2, 2021 through
19 the present,, excluding, however, any time period during which the members of this
20 subclass were subject to a Collective Bargaining Agreement.
- 21 h. The UCL Class consists of members of the: (i) Overtime Class;(ii) Minimum Wage Class;
22 (iii); Meal Period Class; (iv) Rest Period Class; (v) Wage Statement Class, (vi) Waiting
23 Time Penalty Class; and/or (vii) Employee Expense Class during the period of March 2,
24 2021 through the present,, excluding, however, any time period during which the members
25 of this subclass were subject to a Collective Bargaining Agreement.

26 23. Plaintiffs reserve the right under Rule 3.765(b) of the California Rules of Court, to amend
27 or modify the description of the various classes with greater specificity or further division into subclasses
28 or limitation to particular issues.

1 24. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder
2 of all members would be unfeasible and not practicable. The membership of the Classes is unknown to
3 Plaintiffs at this time; however, it is estimated that the members of the Classes number greater than one
4 hundred (100) individuals. The identity of such membership is readily ascertainable via inspection of
5 Defendants' employment records.

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

- 10 i. Whether Defendants properly paid all overtime wages to members of the Overtime Wage
11 Class for all hours worked pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;
- 12 ii. Whether Plaintiffs and members of the Minimum Wage Class were compensated for all
13 hours actually worked;
- 14 iii. Whether Defendants provided all legally compliant meal periods to members of the Meal
15 Period Class pursuant to Labor Code §§ 226.7 and 512;
- 16 iv. Whether Defendants authorized and permitted all legally compliant rest periods to
17 members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- 18 v. Whether Defendants furnished legally compliant wage statements to members of the
19 Wage Statement Class pursuant to Labor Code § 226;
- 20 vi. Whether Defendants' policies and/or practices for the timing and amount of payment of
21 final wages to members of the Waiting Time Class at the time of separation from
22 employment were unlawful;
- 23 vii. Whether Defendants' policies and/or practices regarding business expenditures resulted
24 in the failure to properly reimburse members of the Employee Expense Class;
- 25 viii. Whether Defendants engaged in unlawful, unfair, illegal, and/or deceptive business
26 practices by and through the wage and hour policies and practices described above, and
27 whether as a result Defendants owe the classes restitution.

28 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 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.

27. **Typicality:** The claims of Plaintiffs are typical of the claims of the Classes because Plaintiffs were 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 SAC. As alleged herein, Plaintiffs, like the members of the Classes, were not provided all legally required overtime and minimum wages, were not provided with all required meal periods, were 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, were not reimbursed for necessary expenditures, and were not provided with accurate, itemized wage statements. Additionally, Plaintiff Gow was not paid all his wages upon his separation of employment.

28. **Adequacy of Representation:** Plaintiffs are fully prepared to take all necessary steps to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiffs' attorneys are ready, willing and able to fully and adequately represent the members of the Classes and Plaintiffs. Plaintiffs' 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 Plaintiffs and members of the Classes make the class action format a particularly efficient and appropriate procedure to redress the violations alleged herein. If each employee

were required to file an individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly superior financial and legal resources. Moreover, requiring each member of the Classes to pursue an individual remedy would also discourage the assertion of lawful claims by employees who would be disinclined to file an action against their former and/or current employer for real and justifiable fear of retaliation and permanent damages to their careers at subsequent employment. Further, the prosecution of separate actions by the individual class members, even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications with respect to the individual class members against Defendants herein; and which would establish potentially incompatible standards of conduct for Defendants; and/or legal determinations with respect to individual class members which would, as a practical matter, be dispositive of the interest of the other class members not parties to adjudications or which would substantially impair or impede the ability of the class members to protect their interests. Further, the claims of the individual members of the Classes are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attending thereto. As such, the Classes identified in Paragraph 22 are maintainable as a Class under § 382 of the Code of Civil Procedure.

FIRST CAUSE OF ACTION

FAILURE TO PAY ALL OVERTIME WAGES OWED

(AGAINST ALL DEFENDANTS)

30. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

31. 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.

32. At all times relevant herein Defendants were required to properly compensate Plaintiffs and the members of the Overtime Class for all overtime hours worked pursuant to California Labor Code §§ 510 and 1194, and Wage Order 5. Labor Code § 510 and Wage Order 7, 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 7, 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 Plaintiffs and the
7 members of the Overtime Class at one and one-half their regular rate of pay for such hours.

8 33. The foregoing practices and policies are unlawful and create entitlement to recovery by
9 Plaintiffs 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 7, 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 34. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

17 35. Wage Order 7, § 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 36. 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 37. 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)

38. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

39. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed in their affirmative obligation to provide all of their non-exempt employees in California, including Plaintiffs 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 7, § 11. Despite Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiffs and members of the Meal Period Class at their respective regular rates of compensation, in accordance with California Labor Code §§ 226.7, and 512.

40. 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 7, 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)

41. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

42. Wage Order 7, § 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*.

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

44. The foregoing violations create an entitlement to recovery by Plaintiffs 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)**

45. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

46. Plaintiffs are informed and believe, and based thereon allege, that Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiffs 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.*

47. 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.

48. Defendants' failures create an entitlement to recovery by Plaintiffs 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)**

49. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

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

51. 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

1 by the employee in direct consequence of the discharge of his or her duties, or of his or obedience to the
2 directions of the employer.”

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

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

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

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

16 **SEVENTH CAUSE OF ACTION**

17 **UNFAIR COMPETITION**

18 **(AGAINST ALL DEFENDANTS)**

19 56. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

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

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

1 in honest compliance with applicable wage and hour laws.

2 59. Because Plaintiffs are victims of Defendants' unfair and/or unlawful conduct alleged
3 herein, Plaintiffs for themselves and on behalf of the members of the Classes, seek full restitution of
4 monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or
5 converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

6 60. Plaintiffs were compelled to retain the services of counsel to file this court action to protect
7 their interests and those of the Classes, to obtain restitution and injunctive relief on behalf of Defendants'
8 current non-exempt employees, and to enforce important rights affecting the public interest. Plaintiffs
9 have thereby incurred the financial burden of attorneys' fees and costs, which they are entitled to recover
10 under Code of Civil Procedure § 1021.5.

11 **EIGHTH CAUSE OF ACTION**

12 **LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004**

13 **(AGAINST ALL DEFENDANTS)**

14 61. Plaintiff Flores re-alleges and incorporates by reference all previous paragraphs as though
15 fully set forth herein.

16 62. Defendants have committed several Labor Code violations against Plaintiff and other
17 Aggrieved Employees. Plaintiff Flores, an "Aggrieved Employee" within the meaning of Labor Code §
18 2698 *et seq.*, acting on behalf of herself and other Aggrieved Employees, brings this representative action
19 against Defendants to recover the civil penalties due to Plaintiff, the other aggrieved employees, and the
20 State of California according to proof pursuant to Labor Code § 2699 (a) and (f) including, but not limited
21 to: (1) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor
22 Code § 226.3 per employee per pay period; and/or (2) \$100.00 for each initial violation and \$200.00 for
23 each subsequent violation per employee per pay period for those violations of the Labor Code for which
24 no civil penalty is specifically provided, based on the following Labor Code violations:

- 25 a) Defendants violated Labor Code §§ 1194, 1194.2, and 1197 by failing to pay Plaintiff
26 Flores and other aggrieved employees the statutory minimum wage for all hours worked;
- 27 b) Defendants violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay
28 Plaintiff Flores and other aggrieved employees all overtime compensation earned;

- 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 Flores and
3 the 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 Flores and the
6 aggrieved employees;
- 7 e) Defendants violated Labor Code § 226 by failing to furnish Plaintiff Flores and the
8 aggrieved employees with accurate and compliant itemized wage statements;
- 9 f) Defendants violated Labor Code § 204 by failing to pay Plaintiff Flores and the
10 aggrieved employees all earned wages at least twice during each calendar month;
- 11 g) Defendants violated Labor Code § 1174 by failing to maintain accurate records on behalf
12 of Plaintiff Flores and the aggrieved employees; and
- 13 h) Defendants violated Labor Code § 2802 by failing to reimburse Plaintiff Flores and
14 other aggrieved employees for necessary work expenditures.

15 63. On July 11, 2023, Plaintiff Flores notified Defendants via certified mail, and the California
16 Labor and Workforce Development Agency (“LWDA”) via e-mail, of Defendants’ violations of the
17 California Labor Code and Plaintiff Flores’s intent to bring a claim for civil penalties under California
18 Labor Code § 2698 *et seq.* with respect to violations of the California Labor Code identified in Paragraph
19 58 (a)-(h). Attached hereto as **Exhibit 1** is a true and correct copy of the July 11, 2023 correspondence.
20 Now that sixty-five days have passed from Plaintiff notifying Defendant and the LWDA of these
21 violations and the LWDA has not provided notice that it intends to investigate, Plaintiff Flores has
22 exhausted the administrative requirements for bringing a claim under the Labor Code Private Attorneys
23 General Act with respect to these violations.

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

28 //

1 **NINTH CAUSE OF ACTION**

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

3 **(AGAINST ALL DEFENDANTS)**

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

5 66. This cause of action is brought pursuant to Labor Code §§ 201-203, which require an
6 employer to pay all wages immediately at the time of termination of employment in the event the
7 employer discharges the employee or the employee provides at least 72 hours of notice of his/her intent
8 to quit. In the event the employee provides less than 72 hours of notice of his/her intent to quit, said
9 employee's wages become due and payable not later than 72 hours upon said employee's last date of
10 employment.

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

18
19 **PRAYER**

20 WHEREFORE, Plaintiffs pray for judgment for themselves and for all others on whose behalf
21 this suit is brought against Defendants, as follows:

- 22 1. For an order certifying the proposed Classes;
- 23 2. For an order appointing Plaintiffs as representatives of the Classes;
- 24 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 25 4. Upon the First Cause of Action, for compensatory, consequential, general and special
26 damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;
- 27 5. Upon the Second Cause of Action, for payment of minimum wages, liquidated damages,
28 and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2 and 1197;

1 6. Upon the Third Cause of Action, for compensatory, consequential, general and special
2 damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;

3 7. Upon the Fourth Cause of Action, for compensatory, consequential, general and special
4 damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;

5 8. Upon the Fifth Cause of Action, for statutory wage statement penalties pursuant to Labor
6 Code § 226 *et seq.*;

7 9. Upon the Sixth Cause of Action, for compensatory, consequential, general, and special
8 damages according to proof pursuant to Labor Code § 2802;

9 10. Upon the Seventh Cause of Action, for restitution to Plaintiff and members of the Classes
10 of all money and/or property unlawfully acquired by Defendants by means of any acts or practices
11 declared by this Court to be in violation of Business and Professions Code § 17200 *et seq.*;

12 11. Upon the Eighth Cause of Action, for civil penalties due to Plaintiff Flores, other
13 aggrieved employees, and the State of California according to proof pursuant to Labor Code §§ 558 and
14 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay
15 each employee and \$200.00 for each subsequent violation or willful or intentional violation pursuant to
16 Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld;
17 (2) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code
18 § 226.3 per employee per pay period; (3) \$50.00 for each initial violation and \$100.00 for each subsequent
19 violation pursuant to Labor Code § 558 per employee per pay period; and/or (4) \$100.00 for each initial
20 violation and \$200.00 for each subsequent violation per employee per pay period for those violations of
21 the Labor Code for which no civil penalty is specifically provided, based on the Labor Code violations
22 cited in Paragraph 60 (a)-(h) above.

23 12. Upon the Ninth Cause of Action, for statutory waiting time penalties pursuant to Labor §
24 203;

25 13. Prejudgment interest on all due and unpaid wages pursuant to California Labor Code §
26 218.6 and Civil Code §§ 3287 and 3289;

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

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

2
3 Dated: January 10, 2025

Respectfully submitted,
LIDMAN LAW, APC

4
5
6 By:



Scott M. Lidman
Milan Moore
Attorneys for Plaintiffs

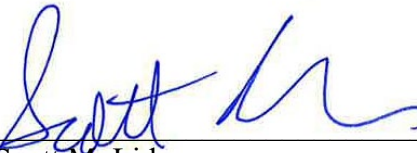
7
8
9
10 **DEMAND FOR JURY TRIAL**

11 Plaintiffs hereby demand a jury trial with respect to all issues triable by jury.

12
13 Dated: January 10, 2024

Respectfully submitted,
LIDMAN LAW, APC

14
15
16 By:



Scott M. Lidman
Milan Moore
Attorneys for Plaintiff

EXHIBIT 1

EXHIBIT 1

LIDMAN LAW

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

OFFICE: (424) 322-4772

FAX: (424) 322-4775

July 11, 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**

Inland Kenworth (US) Inc.
c/o CT Corporation System
330 N. Brand Blvd., Ste. 700
Glendale, CA 91203

Re: *Isidro Jimenez Flores v. Inland Kenworth (US) Inc.*

To Whom It May Concern:

Please be advised that this law firm represents Isidro Jimenez Flores in claims arising from his employment with Inland Kenworth (US) Inc., a New Mexico Corporation (“Defendant”). Mr. Jimenez Flores 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. Jimenez Flores, a current non-exempt employee, has been employed by Defendant since approximately August 31, 2015 through the present. Mr. Jimenez Flores has been on a leave of absence since approximately October 27, 2022. Mr. Jimenez Flores held the position of Level 7 DSL Tech and is responsible for repairing trucks.

Throughout Mr. Jimenez Flores’ employment with Defendant, Mr. Jimenez Flores was generally scheduled to work Monday through Friday from approximately 6:00 a.m. to approximately 2:30 p.m. However, often times Mr. Jimenez Flores would work as late as 9:00 p.m. and would often work on Saturdays.

During his employment with Defendant, Defendant would keep track of Mr. Jimenez Flores’ time worked through ADP fingerprint timekeeping system. Mr. Jimenez Flores would often arrive to

work prior to his scheduled start and begin his pre-shift duties, including without limitation turning on computer systems. However, Defendant's policies and procedures prohibited Mr. Jimenez Flores and other hourly, non-exempt employees from clocking in prior to the start of their scheduled start time and thus, Mr. Jimenez Flores and other hourly, non-exempt employees were routinely underpaid for his time worked. As a result of Defendant's timekeeping policies and procedures, Defendant failed to pay Mr. Jimenez Flores and other hourly, non-exempt employees all required minimum and overtime wages.

During his employment with Defendant, Mr. Jimenez Flores 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. Jimenez Flores 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 the work demands imposed by Defendant, Mr. Jimenez Flores 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. Jimenez Flores and other hourly, non-exempt employees to carry a cell phone or 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. Jimenez Flores and other hourly, non-exempt employees' meal periods were often late or otherwise unlawful. Additionally, during times when Mr. Jimenez Flores 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. Jimenez Flores and other hourly non-exempt 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 of one hour of wages at the employee's regular rate of pay for each workday in which he experienced a meal period violation as mandated by Labor Code § 226.7.

Mr. Jimenez Flores 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, Defendant's policies and procedures only authorized and permitted one rest period each shift irrespective of the shift length. As a result, Defendant failed to authorize and permit duty-free rest periods for every four hours worked, or *major fraction thereof*.

On those occasions when Mr. Jimenez Flores 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. Jimenez Flores and other 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. Jimenez Flores 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. Jimenez Flores and other hourly, non-exempt employees to use their personal cell phones for work-related purposes, Defendant did not reimburse Mr. Jimenez Flores 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. Jimenez Flores and other hourly, non-exempt employees.

As described above, Defendant committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 7 ("Wage Order 7"):

Overtime Violations

Defendant was required to pay Mr. Jimenez Flores 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 7, § 3. According to Labor Code § 510(a), "Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee." This Section further provides, "Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated equal to one and one-half times their regular rate of pay for all overtime hours worked." As explained above, Mr. Jimenez Flores and other aggrieved employees often worked over eight hours in a day and/or 40 hours in a week, and Defendant's policy and practice of failing to compensate them for all hours worked also deprived them of all overtime wages owed due to Defendant's timekeeping policies and procedures.

Minimum Wage Violations

Defendant was required to pay Mr. Jimenez Flores 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 7, § 4. Mr. Jimenez Flores and other aggrieved employees were not paid for all hours worked due to Defendant's timekeeping and compensation practices. As explained above, Mr. Jimenez Flores and other aggrieved employees often worked over eight hours in a day and/or 40 hours in a week, and Defendant's policy and practice of failing to compensate them for all hours worked also deprived them of required minimum wages owed due to Defendant's timekeeping policies and procedures.

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 7, § 11. Specifically, due to the work demands imposed by Defendant, Mr. Jimenez Flores 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. Jimenez Flores and other aggrieved employees to carry a cell phone or 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. Jimenez Flores and other aggrieved employees' meal periods were often late or otherwise unlawful. Additionally, during times when Mr. Jimenez Flores worked in excess of 10.0 hours per shift, Defendant failed to provide Mr. Jimenez Flores 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 7, § 12. As alleged above, Defendant's policies and procedures only authorized and permitted one rest period each shift irrespective of the shift length. 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, total gross wages earned, total net wages earned, and meal and rest period premium wages, in violation of Labor Code § 226 *et seq.* Defendant's failure to furnish their aggrieved employees with complete and accurate, itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all minimum and overtime wages earned, and unpaid meal period and premium wages, and deprived them of the information necessary to identify discrepancies in Defendant's reported data.

Failure to Reimburse Business Expenses

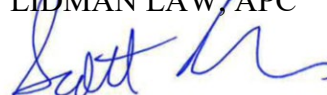
Defendant failed to reimburse Mr. Jimenez Flores and other aggrieved employees for necessary work expenses, including, but not limited to, expenses incurred for the reasonable portion of cellular phone expenses (to communicate with management) in the direct discharge of the job duties of such employees. Defendant's policy of not providing reimbursement for necessary work-related expenses is in violation of Wage Order 7, § 9, and Labor Code § 2802 ("An employer shall indemnify his or his employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or his duties, or of his or his obedience to the directions of the employer.") Mr. Jimenez Flores and other aggrieved employees are therefore entitled to reimbursement of such unpaid work expenses with interest.

As an "aggrieved employee," Mr. Jimenez Flores 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. Jimenez Flores' 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. Jimenez Flores 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. Jimenez Flores and other aggrieved employees all overtime compensation earned;
- c) Defendant violated Labor Code §§ 226.7, 512, and 558 by failing to provide all legally required meal periods and failing to pay meal period premiums to Mr. Jimenez Flores 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. Jimenez Flores and the aggrieved employees;
- e) Defendant violated Labor Code § 226 by failing to furnish Mr. Jimenez Flores and the aggrieved employees with accurate and compliant itemized wage statements;
- f) Defendant violated Labor Code § 204 by failing to pay Mr. Jimenez Flores and the aggrieved employees all earned wages at least twice during each calendar month;
- g) Defendant violated Labor Code § 1174 by failing to maintain accurate records on behalf of Mr. Jimenez Flores and the aggrieved employees; and
- h) Defendant violated Labor Code § 2802 by failing to reimburse Mr. Jimenez Flores and other aggrieved employees for necessary work expenditures.

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