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JUAN RODRIGUEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KERN

JUAN RODRIGUEZ, as an individual and on
behalf of all other current and former
Aggrieved Employees,

Plaintiff,

vs.

C.L. KNOX, INC. doing business as
ADVANCED INDUSTRIAL SERVICES, a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 26CUB01895

**REPRESENTATIVE ACTION
COMPLAINT:**

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

UNLIMITED CIVIL CASE

1 Plaintiff Juan Rodriguez (“Plaintiff”), on behalf of himself and all other current and former
2 Aggrieved Employees, hereby brings this Representative Action Complaint (“Complaint”)
3 against C.L. Knox, Inc. doing business as Advanced Industrial Services, a California corporation;
4 and DOES 1 to 100, inclusive (collectively “Defendants”), and on information and belief alleges
5 as follows:

6 **JURISDICTION**

7 1. Plaintiff, on behalf of himself and all other current and former Aggrieved
8 Employees, hereby brings this Complaint for recovery of civil penalties under California Labor
9 Code Private Attorneys General Act of 2004 (“PAGA”), Cal. Labor Code § 2698 *et seq.* This
10 Complaint is brought pursuant to California Code of Civil Procedure § 382. This Court has
11 jurisdiction over Defendants’ violations of the California Labor Code because the amount in
12 controversy exceeds this Court’s jurisdictional minimum.

13 **VENUE**

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

19 **PARTIES**

20 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
21 Plaintiff was, and currently is, a California resident. During the one year immediately preceding
22 Plaintiff giving the required notice under the PAGA, and within the statute of limitations periods
23 applicable to each cause of action pled herein, Plaintiff was employed by Defendants as a non-
24 exempt employee.

25 4. Plaintiff is informed and believes, and based thereon alleges, that during the one
26 year preceding Plaintiff giving the required notice under the PAGA, Defendants did (and continue
27 to do) business in industrial cleaning. Defendants employed Plaintiff and other, similarly-situated
28 non-exempt employees within, among other counties, Kern County and the state of California

1 and, therefore, were (and are) doing business in Kern County and the State of California.

2 5. Plaintiff does not know the true names or capacities, whether individual, partner,
3 or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said
4 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
5 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed,
6 and believes, and based thereon alleges, that each of said fictitious defendants, whether individual,
7 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,
8 and proximately caused Plaintiff and other current and former Aggrieved Employees to be subject
9 to the unlawful employment practices, wrongs, injuries and damages complained of herein.

10 6. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
11 herein, Defendants were and are the employers of Plaintiff and the other Aggrieved Employees.

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

19 8. At all times mentioned herein, Defendants, and each of them, were members of
20 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
21 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
22 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and other
23 aggrieved employees.

24 **GENERAL FACTUAL ALLEGATIONS**

25 9. Plaintiff was employed by Defendants as a non-exempt employee from about
26 November 2017 to about August 2025. Plaintiff held the position of Truck Driver and his job
27 duties included, without limitation, loading and driving semi-trucks, and cleaning industrial sized
28 tanks.

1 10. Plaintiff was generally scheduled to work Monday through Friday with shifts
2 being as long as needed to finish the job duties. To keep track and record of his time worked,
3 Defendants required Plaintiff write his hours worked on a daily timesheet.

4 11. During his employment with Defendants, Plaintiff was not paid for all time
5 worked. Specifically, Defendants regularly required Plaintiff to work off-the-clock. Plaintiff was
6 required to load items onto the semi-truck(s) but was told by Defendants that he would not be
7 paid for “loading time.” Additionally, Defendants required Plaintiff to arrive to at Defendants’
8 facility and drive the semi-truck to job sites, but did not compensate Plaintiff for the time spent
9 driving from Defendants’ facility to the job site. Further, Defendants would keep track of
10 Plaintiff’s time worked and would unlawfully shave Plaintiff’s work time and/or round Plaintiff’s
11 work time to the quarter hour such that Plaintiff would not be fully paid for all time worked. This
12 time-shaving and/or rounding practice utilized by Defendants was not even-handed over time and
13 would almost exclusively round and shave in Defendants’ favor such that Plaintiff was routinely
14 unpaid for his time worked. As a result of Defendants’ policies and practices, Plaintiff was not
15 paid all minimum and overtime wages earned.

16 12. Throughout Plaintiff’s employment with Defendants, Plaintiff was not provided
17 compliant meal periods due to Defendants’ meal period policies and practices, which fail to
18 provide all duty-free 30-minute first meal periods before the end of the fifth hour of work and
19 second meal periods before the tenth hour of work when working shifts longer than 10.0 hours.
20 Plaintiff’s and other non-exempt employees’ meal periods often took place after the fifth hour of
21 work due to Defendants’ work demands and were often interrupted to perform work duties.
22 Furthermore, Plaintiff was required to be available to Defendants by telephone during his meal
23 periods. As a result, Defendants provided Plaintiff and other hourly, non-exempt employees with
24 meal periods that were untimely, short, missed, interrupted, or otherwise unlawful under
25 California law.

26 13. Although Plaintiff was not provided with all legally-compliant meal periods to
27 which he was entitled, Defendants failed to compensate Plaintiff with the required meal period
28 premium for each workday in which he experienced a meal period violation as mandated by Labor

1 Code § 226.7.

2 14. Plaintiff was also not authorized and permitted to take all required rest periods due
3 to Defendants' rest period policies and practices. Similar to meal periods, Plaintiff was required
4 to be available to Defendants by telephone during his rest periods, often resulting in interrupted
5 rest periods. Plaintiff was told that he was not able to take rest periods, resulting in missed rest
6 periods. Defendants' rest period policies and practices fail to authorize and permit all rest periods
7 for every four hours worked, or *major fraction thereof*.

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

12 16. During his employment with Defendants, Plaintiff was not reimbursed for all
13 necessary business expenses incurred during the relevant time period. Specifically, Defendants
14 required Plaintiff to purchase required personal protective equipment and use his personal cellular
15 phone for business purposes, such as communicating with co-workers and superiors about work-
16 related items. Defendant also required Plaintiff to personally pay the fee at weigh stations without
17 reimbursement. Accordingly, despite the non-exempt employees being required to use their
18 personal cellular phone for business purposes, purchase personal protective equipment, and pay
19 weigh station fees, Defendants did not reimburse Plaintiff or other non-exempt employees for all
20 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
21 of their duties, or of their obedience to the directions of the employer in violation of California
22 law.

23 17. As a result of Defendants' failure to pay all minimum and overtime wages, as well
24 as meal and rest period premium wages, Defendants maintained inaccurate payroll records and
25 issued inaccurate wage statements to Plaintiff and other non-exempt employees.

26 18. As a further result of Defendants' failure to pay all overtime and/or minimum
27 wages owed, and failure to pay all meal and rest period premium wages, Defendants failed to
28 provide pay Plaintiff and other non-exempt employees all wages owed upon their separation of

employment with Defendants.

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

FIRST CAUSE OF ACTION

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004

(AGAINST ALL DEFENDANTS)

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

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

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

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

c. Defendants violated Labor Code §§ 226.7, 512, and 558 by failing to provide all legally required meal periods and failing to pay meal period premiums to Plaintiff and other aggrieved employees;

d. Defendants violated Labor Code §§ 226.7, 516, and 558 by failing to provide all legally required rest periods and failing to pay rest period premiums to

1 Plaintiff and other aggrieved employees;

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

4 f. Defendants violated Labor Code § 226 *et seq.* by failing to issue accurate,
5 itemized wage statements to Plaintiff and other aggrieved employees;

6 g. Defendants violated Labor Code § 2802 by failing to reimburse Plaintiff and
7 other aggrieved employees for all necessary expenditures incurred;

8 h. Defendants violated Labor Code § 1174 by failing to maintain accurate
9 records on behalf of Plaintiff and other aggrieved employees.

10 22. On March 9, 2026, Plaintiff notified Defendants via certified mail, and the
11 California Labor and Workforce Development Agency (“LWDA”) via e-mail, of Defendants’
12 violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties
13 under California Labor Code § 2698 *et seq.* with respect to violations of the California Labor
14 Code identified in Paragraph 21 (a)-(h). Attached hereto as **Exhibit 1** is a true and correct copy
15 of the March 9, 2026 correspondence. Now that sixty-five days have passed from Plaintiff
16 notifying Defendants of these violations, Plaintiff has exhausted his administrative requirements
17 for bringing a claim under the Labor Code Private Attorneys General Act with respect to these
18 violations.

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

23 **PRAYER**

24 WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf
25 this suit is brought against Defendants, as follows:

26 1. Upon the First Cause of Action, for civil penalties due to Plaintiff, other aggrieved
27 employees, and the State of California according to proof pursuant to Labor Code §§ 558 and
28 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure

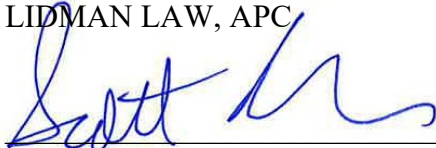
1 to pay each employee and \$200.00 for each subsequent violation or willful or intentional violation
2 pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount
3 unlawfully withheld; (2) \$250.00 for each initial violation and \$1,000.00 for each subsequent
4 violation pursuant to Labor Code § 226.3 per employee per pay period; (3) \$50.00 for each initial
5 violation and \$100.00 for each subsequent violation pursuant to Labor Code § 558 per employee
6 per pay period; (4) no less than \$5,000.00 and up to \$25,000.00 for each violation pursuant to
7 Labor Code § 226.8(b) and (c); and/or (5) no less than \$25.00 and up to \$200.00 for each
8 aggrieved employee per pay period for those violations of the Labor Code for which no civil
9 penalty is specifically provided, based on the Labor Code violations cited in Paragraph 21 (a)-
10 (h) above.;

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

13 3. Upon the First Cause of Action, for attorneys' fees and costs as provided by Labor
14 Code § 218.5 and Code of Civil Procedure § 1021.5 and all other applicable statutes; and

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

16
17 Dated: May 14, 2026

17 Respectfully submitted,
18 LIDMAN LAW, APC
19 By: 
20 Scott M. Lidman
21 Milan Moore
22 Tiara Gose-Hardy

22 Attorneys for Plaintiff
23 JUAN RODRIGUEZ
24
25
26
27
28

EXHIBIT 1

EXHIBIT 1

LIDMAN LAW

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

OFFICE: (424) 322-4772

FAX: (424) 322-4775

March 9, 2026

VIA LWDA WEBSITE

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

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

C.L. Knox, Inc. dba Advanced Industrial Services, Inc., a
California corporation
c/o Leslie Knox, Registered Agent
19227 Flightpath Way
Bakersfield, CA 93308

Re: *Juan Rodriguez v. C.L. Knox, Inc. dba Advanced Industrial Services, Inc., a California corporation*

To Whom It May Concern:

Please be advised that this law firm represents Juan Rodriguez in claims arising from his employment with C.L. Knox, Inc. dba Advanced Industrial Services, Inc., a California corporation (“Defendant”). Mr. Rodriguez 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. Rodriguez, a former non-exempt employee, was employed by Defendant from approximately November 2017 through approximately August 2025. During his employment with Defendant, Mr. Rodriguez held the job title of Truck Driver, and his job duties included, without limitation, loading and driving semi-trucks and cleaning industrial sized tanks.

During his employment with Defendant, Mr. Rodriguez was generally scheduled to work Monday through Friday with shifts being as long as needed to finish the job duties. Defendant required Mr. Rodriguez to keep record of his time worked by writing his hours worked on a daily timesheet.

During Mr. Rodriguez's employment with Defendant, he and other hourly, non-exempt employees were not paid for all time worked. Specifically, Defendant regularly required Mr. Rodriguez to work off-the-clock. Mr. Rodriguez was required to load items onto the semi-truck(s) but was told by Defendant that he would not be paid for "loading time." Additionally, Defendant required Mr. Rodriguez to arrive to Defendant's facility and drive the semi-truck to job sites did not compensate Mr. Rodriguez for the time spent driving from Defendant's facility to the job site. Further, Defendant would keep track of Mr. Rodriguez's time worked and would unlawfully shave Mr. Rodriguez's work time and/or round Mr. Rodriguez's work time to the quarter hour such that Mr. Rodriguez 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. Rodriguez was routinely unpaid for his time worked. These practices by Defendant resulted in Defendant not paying Mr. Rodriguez and other hourly, non-exempt employees for all wages owed for the work they performed, including failing to pay them all required minimum and overtime wages.

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

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

Throughout Mr. Rodriguez's employment with Defendant, Mr. Rodriguez and other hourly, non-exempt employees were not authorized and permitted to take legally required rest periods due to Defendant's unlawful rest period policies and practices. Similar to meal periods, Mr. Rodriguez was required to be available to Defendant by telephone during his rest periods, often resulting in interrupted rest periods. This resulted in Mr. Rodriguez not receiving all rest periods. Defendant's rest period policies and practices fail to authorize and permit 10-minute rest periods for every four hours worked, *or major fraction thereof*.

On those occasions when Mr. Rodriguez 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. Rodriguez and the other hourly, non-exempt employees with the required rest period premium for each workday in which they experienced a rest period violation as mandated by Labor Code § 226.7.

Defendant also failed to reimburse Mr. Rodriguez and other hourly, non-exempt employees for necessary business expenses incurred during the relevant time period. Specifically, Defendant required Mr. Rodriguez to purchase required personal protective equipment and use his personal cellular phone for business purposes, such as communicating with co-workers and superiors about work-related items. Defendant also required Mr. Rodriguez and other hourly, non-exempt employees to personally pay the fee at weigh stations without reimbursement. Accordingly, despite Mr. Rodriguez and the other non-

exempt employees being required to use their personal cellular phones, purchase personal protective equipment, and pay weigh station fees, Defendant did not reimburse them for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of their duties, or of their obedience to the directions of the employer in violation of California law.

As a result of Defendant's failure to pay minimum and overtime wages, as well as meal and rest period premium wages, Defendant maintained inaccurate payroll records and issued inaccurate wage statements to Mr. Rodriguez.

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

As described above, Defendant committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 5 ("Wage Order 5"):

Minimum Wage Violations

Defendant was required to pay Mr. Rodriguez and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour actually worked. *See* Labor Code §§ 1194; 1194.2, 1197, 1197.1; The Wage Order 5, § 4. Mr. Rodriguez and other aggrieved employees were not paid for all hours worked due to Defendant's unlawful practices and procedures. As alleged above, Defendant's unlawful policies and procedures required Mr. Rodriguez and other Aggrieved Employees to perform work duties outside of their work hours. These practices by Defendant resulted in Defendant not paying Mr. Rodriguez and other aggrieved employees for all wages owed for the work they performed, including failing to pay them all required minimum wages.

Overtime Violations

Defendant was required to pay Mr. Rodriguez 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 5, § 3. According to Labor Code § 510(a), "Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee." This Section further provides, "Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee." As alleged above, Defendant failed to pay Mr. Rodriguez for all hours worked. As a result of Defendant's policies and/or practices that fail to compensate for all hours worked, Mr. Rodriguez and other aggrieved employees were deprived all required overtime wages earned.

Meal Period Violations

As alleged above, Defendant failed to provide Mr. Rodriguez and other Aggrieved Employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 5, § 11. Specifically, Mr. Rodriguez and other Aggrieved Employees were often unable to take a duty-free 30-minute meal period before the end of the fifth hour of work. As a result, Mr. Rodriguez and other Aggrieved Employees are owed an additional hour of wages at their regular rate of compensation for

each workday they experienced a meal period violation. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.”). Although Mr. Rodriguez and other Aggrieved Employees were not provided with all legally-compliant meal periods to which they were entitled, Defendant failed to compensate Mr. Rodriguez and other Aggrieved Employees with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

Rest Period Violations

Defendant also failed to authorize and permit Mr. Rodriguez and other Aggrieved Employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 5, § 12. As alleged above, Defendant’s rest period policies/practices fail to authorize and permit all 10-minute rest periods for every four hours worked, or *major fraction thereof*. As a result, Mr. Rodriguez and other Aggrieved Employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest period is not provided.”)

Waiting Time Penalties

Labor Code §§ 201 and 202 require that employees receive all of their final wages at the time of their separation of employment. Defendant failed to timely pay Mr. Rodriguez and other aggrieved employees all of their final wages at the time of separation, which included, among other things, underpaid minimum, overtime, and sick leave wages, as well as meal and rest period premium wages.

Wage Statement Violations

Defendant knowingly and intentionally, as a matter of uniform practice and policy, failed to furnish Mr. Rodriguez and other aggrieved employees with accurate and complete, itemized wage statements that included, among other requirements, all minimum, overtime, and sick leave wages earned, as well as meal and rest period premiums, all in violation of Labor Code § 226 *et seq.* Defendant’s failure to furnish Mr. Rodriguez and other aggrieved employees with complete and accurate, itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all minimum, overtime, and sick leave wages earned, and meal and rest period premium wages, and deprived them of the information necessary to identify discrepancies in Defendant’s reported data.

Failure to Reimburse Necessary Expenditures

As described above, Defendant required Mr. Rodriguez and other Aggrieved Employees to use their personal cellular phone to discharge their duties. Accordingly, despite the Aggrieved Employees being required to use their personal cellular phone, Defendant did not reimburse Mr. Rodriguez or other Aggrieved employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of their duties, or of their obedience to the directions of the employer in

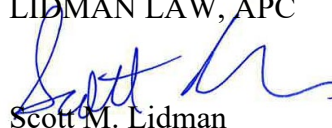
violation of California law. Defendant's policy of not providing reimbursement for necessary work-related expenses is in violation of Wage Order 5, and Labor Code §§ 2802 and 2804 ("An employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or obedience to the directions of the employer.") Mr. Rodriguez and other Aggrieved Employees are therefore entitled to reimbursement of such unpaid work expenses with interest.

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

- a) Defendant violated Labor Code §§ 1194, 1194.2, and 1197 by failing to pay Mr. Rodriguez 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. Rodriguez 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. Rodriguez and other 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. Rodriguez and other aggrieved employees;
- e) Defendant violated Labor Code §§ 201, 202 and 203 by failing to timely pay all final wages due to Mr. Rodriguez and other aggrieved employees; and
- f) Defendant violated Labor Code § 226 *et seq.* by failing to issue accurate, itemized wage statements to Mr. Rodriguez and other aggrieved employees;
- g) Defendant violated Labor Code § 2802 by failing to reimburse Mr. Rodriguez and other aggrieved employees for all necessary expenditures incurred;
- h) Defendant violated Labor Code § 1174 by failing to maintain accurate records on behalf of Mr. Rodriguez and other aggrieved employees.

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

Very truly yours,
LIDMAN LAW, APC



Scott M. Lidman