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 Plaintiff
MIRIAM ORTIZ

HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff
MIRIAM ORTIZ

ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
6/26/2026 6:41 PM
By: Raymond Rojas, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

MIRIAM ORTIZ, as an individual and on behalf of all other current and former Aggrieved Employees, Plaintiff, vs. BURLINGTON COAT FACTORY WAREHOUSE CORPORATION, a Florida corporation; RANDSTAD INHOUSE SERVICES, LLC, a Delaware limited liability company; and DOES 1 through 100, inclusive, Defendants.	Case No.: CIVSB2619380 **REPRESENTATIVE ACTION COMPLAINT:** **(1) CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698 et seq.)** **UNLIMITED CIVIL CASE**

Plaintiff Miriam Ortiz ("Plaintiff"), on behalf of herself and all other current and former Aggrieved Employees, hereby brings this Class Action Complaint ("Complaint") against Burlington Coat Factory Warehouse Corporation, a Florida Corporation; Randstad Inhouse Servies, LLC, a Delaware limited liability company; and DOES 1 to 100, inclusive (collectively "Defendants"), and on information and belief alleges as follows:

JURISDICTION

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

VENUE

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

PARTIES

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

4. Plaintiff is informed and believes, and based thereon alleges, that during the one-year preceding Plaintiff giving the required notice under the PAGA, Defendants did (and continue to do) business as a retailer. Defendants employed Plaintiff and other similarly-situated, non-

exempt employees within San Bernardino County and the state of California and, therefore, were (and are) doing business in San Bernardino County and the State of California.

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

6. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned herein, Defendants were and are the employers of Plaintiff and the aggrieved employees.

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

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

GENERAL FACTUAL ALLEGATIONS

9. Plaintiff, a former non-exempt employee, was employed by Defendants from approximately January 21, 2026 through approximately March 5, 2026. Plaintiff held the position of Packer/Picketing, and her primary duty was packing retail items.

10. Plaintiff was generally scheduled to work Tuesday through Friday from 4:00 p.m. to 2:30 a.m. Defendants required Plaintiff to clock in and out by entering the last 4-digits of her Social Security number into the timekeeping system to keep track and record of her time worked. Plaintiff often worked 10-hour shifts.

11. During her employment with Defendants, Plaintiff was not paid for all time worked. Specifically, Defendants required Plaintiff to pass through security before clocking in and after clocking out of her shift. Furthermore, Defendants required Plaintiff to get in line for the timeclock prior to actually clocking in. Despite being under Defendants' direction and control during this time, Defendants only paid Plaintiff from the time she clocked in and failed to pay Plaintiff for the time she was required by Defendants to go through security and wait in line. As such, Plaintiff performs work duties while off-the-clock. These policies and/or practices enforced by Defendants results in Defendants not properly tracking the time worked by Plaintiff and also results in Defendants not paying Plaintiff for all wages owed for the work she performed, including failing to pay her all required minimum and overtime wages.

12. Throughout Plaintiff's employment with Defendants, Plaintiff was not provided all legally required meal periods due to Defendants' meal period policies and practices, which fail to provide full first meal periods before the end of the fifth hour of work in violation of California law. Specifically, Defendants had a policy and/or practice of requiring Plaintiff and their other non-exempt employees to clock in from meal periods at 8:45 p.m., regardless of the time the meal period began. Furthermore, this policy/practice required Plaintiff and Defendants' other non-exempt employees to leave their meal periods early, given the long lines at the time clock, to clock back in. As a result of Defendants' policies and practices, Defendants often provided meal periods that were either interrupted, late, or short.

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

14. Plaintiff was also not authorized and permitted to take all legally required and

compliant rest periods due to Defendants' rest period policies and practices. Specifically, the rest area was a several minute walk from the work area and Defendants had a policy and/or practice of requiring Plaintiff and their other non-exempt employees to return from their rest periods before the full rest period had elapsed to be at their workstations ready to recommence work. Thus, Defendants' rest policies and practices did not authorize and permit one rest period for every four hours worked, or *major fraction thereof*.

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

16. As a result of Defendants' failure to pay all minimum wages, overtime wages, as well as meal period premium wages and rest period premium wages, Defendants maintained inaccurate payroll records and issued inaccurate wage statements to Plaintiff. Furthermore, Defendants issued non-compliant wage statements to Plaintiff and other non-exempt employees by failing to include all information required by California law, including, but not limited to, the total hours worked by the employee and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

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

18. 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.

<u>FIRST CAUSE OF ACTION</u>

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004

(AGAINST ALL DEFENDANTS)

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

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

c. Defendant violated Labor Code §§ 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. 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 Plaintiff and other aggrieved employees;

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

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

g. Defendant violated Labor Code § 1174 by failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees.

21. On April 21, 2026, Plaintiff notified Defendants via certified mail, and the California Labor and Workforce Development Agency ("LWDA") via e-mail, of Defendants'

violations of the California Labor Code and Plaintiff's intent to bring a claim for civil penalties under California Labor Code *§ 2698 et seq.* with respect to violations of the California Labor Code identified in Paragraph 20 (a)-(g). Attached hereto as **Exhibit 1** is a true and correct copy of the April 21, 2026 correspondence. Now that sixty-five days have passed from Plaintiff notifying Defendants of these violations, Plaintiff has exhausted his administrative requirements for bringing a claim under the Labor Code Private Attorneys General Act with respect to these violations.

22. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and those of other aggrieved employees, to assess and collect the civil penalties owed by Defendants, 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 § 2699(g).

PRAYER

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

1. Upon the First Cause of Action, for civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) $100.00 for each initial violation for each failure to pay each employee and $200.00 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) $250.00 for each initial violation and $1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (3) $50.00 for each initial violation and $100.00 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (4) no less than $5,000.00 and up to $25,000.00 for each violation pursuant to Labor Code § 226.8(b) and (c); and/or (5) no less than $25.00 and up to $200.00 for each aggrieved employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the Labor Code violations cited in Paragraph 20 (a)-(g) above.

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

3. Upon the First Cause of Action, for attorneys' fees and costs as provided by Labor Code § 218.5 and Code of Civil Procedure § § 2699(g) and all other applicable statutes; and

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

Dated: June 26, 2026

Respectfully submitted,
LIDMAN LAW, APC

By: ______________________
Scott M. Lidman
Milan Moore
Tiara Gose-Hardy
Attorneys for Plaintiff
MIRIAM ORTIZ

EXHIBIT 1

EXHIBIT 1

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

April 21, 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
Burlington Coat Factory Warehouse Corporation, a Florida corporation
c/o Amanda Garcia, Agent for Service of Process
C T Corporation System
330 N. Brand Blvd.
Glendale, CA 91203

Randstad Inhouse Services, LLC, a Delaware limited liability company
c/o Koy Saechao, Agent for Service of Process
CSC - Lawyers Incorporating Service
2710 Gateway Oaks Drive
Sacramento, CA 95833

Re: *Miriam Ortiz v. Burlington Coat Factory Warehouse Corporation, a Florida corporation and Randstad Inhouse Services, LLC, a Delaware limited liability company*

To Whom It May Concern:

Please be advised that this law firm represents Miriam Ortiz in claims arising from her employment with Burlington Coat Factory Warehouse Corporation, a Florida corporation and Randstad Inhouse Services, LLC, a Delaware limited liability company (collectively, "Defendants"). Ms. Ortiz is an "aggrieved employee" as defined by Labor Code sections 2699, *et seq*. due to Defendants' 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, non-exempt 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.

Ms. Ortiz, a former non-exempt employee, was employed by Defendants from approximately January 21, 2026 through approximately March 5, 2026. During her employment with Defendants, Ms. Ortiz held the position of Packer/Picketing and her primary duty was packing retail items.

During her employment with Defendants, Ms. Ortiz was generally scheduled to work Tuesday through Friday from 4:00 p.m. to 2:30 a.m. Defendants required Ms. Ortiz to clock in and out by entering the last 4-digits of her Social Security number into the timekeeping system that kept track and record of her time worked. Ms. Ortiz often worked ten-hour shifts.

During her employment with Defendants, Ms. Ortiz and other hourly, non-exempt employees had not been paid for all time worked. Defendants required Ms. Ortiz and other hourly, non-exempt employees to pass through security before clocking in and after clocking out of their shift. Furthermore, Defendants required Ms. Ortiz and other hourly, non-exempt employees to get in line for the timeclock prior to actually clocking in. Despite being under Defendants' direction and control during this time, Defendants only paid Ms. Ortiz and other hourly, non-exempt employees from the time they clocked in and failed to pay Ms. Ortiz and other hourly, non-exempt employees for the time they were required by Defendants to go through security and wait in line. As such, Ms. Ortiz and other hourly non-exempt employees perform work duties while off-the-clock. These policies and/or practices enforced by Defendants results in Defendants not properly tracking the time worked by Ms. Ortiz and other hourly, non-exempt employees, and also results in Defendants not paying Ms. Ortiz 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 Ms. Ortiz's employment with Defendants, Ms. Ortiz and other hourly, non-exempt employees were not provided all legally required meal periods due to Defendants' meal period policies and practices, which fail to provide a full first meal period before the end of the fifth hour of work in violation of California law. Defendants had a policy and/or practice of requiring Ms. Ortiz and other hourly, non-exempt employees to clock in from meal periods at 8:45 p.m., regardless of the time the meal period began. Furthermore, this policy/practice required Ms. Ortiz and Defendants' other non-exempt employees to leave their meal periods early, given the long lines at the time clock, to clock back in. As a result of Defendants' policies and practices, Defendants often provided meal periods that were either interrupted, late, or short.

Although Ms. Ortiz and other hourly, 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 for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

Ms. Ortiz and other hourly, non-exempt employees were also not authorized and permitted to take all legally required and compliant rest periods due to Defendants' rest period policies and practices. Specifically, the rest area was a several minute walk from the work area and Defendants had a policy and/or practice of requiring Ms. Ortiz and other hourly, non-exempt employees to return from their rest periods before the full rest period had elapsed to be at their workstations ready to recommence work. Thus, Defendants' rest policies and practices did not authorize and permit one rest period for every four hours worked, or *major fraction thereof*. Indeed, Ms. Ortiz and other hourly, non-exempt employees have not been authorized and permitted to take any rest periods during their employment with Defendants.

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

As a result of Defendants' failure to pay all minimum and overtime wages, as well as meal period premium wages and rest period premium wages, Defendants maintained inaccurate payroll records and issued inaccurate wage statements to Ms. Ortiz and other hourly, non-exempt employees. Furthermore, Defendants issued non-compliant wage statements to Ms. Ortiz and other hourly, non-exempt employees by failing to include all information required by California law, including, but not limited to, the total hours worked by the employee and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

As a further result of Defendants' failure to pay all minimum and overtime wages owed, and failure to pay all meal and rest period premium wages, Defendants failed to provide pay Ms. Ortiz and other hourly, non-exempt employees all wages owed upon their separation of employment with Defendants.

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

<u>Minimum Wage Violations</u>

Defendants were required to pay Ms. Ortiz and 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 7, § 4. Ms. Ortiz 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 Ms. Ortiz and Aggrieved Employees to pass through security and wait in line to use the timeclock, all without being clocked in. These practices by Defendants resulted in Defendants not paying Ms. Ortiz and Aggrieved Employees for all wages owed for the work they performed, including failing to pay them all required minimum wages.

Overtime Violations

Defendants were required to pay Ms. Ortiz 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, Defendants failed to record all time worked resulting in Ms. Ortiz and Aggrieved Employees not being compensated for overtime hours.

Meal Period Violations

As alleged above, Defendants failed to provide Ms. Ortiz and other Aggrieved Employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 7, § 11. Specifically, due Defendants' policy/practice of requiring non-exempt employees to clock in from meal periods at 8:45 p.m. despite what time their meal periods began, Ms. Ortiz and other Aggrieved Employees were often unable to take a full meal period before the end of the fifth hour of work. As a result, their meal periods were often late, short, interrupted, missed, or otherwise unlawful. As a result, Ms. Ortiz 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 Ms. Ortiz and other Aggrieved Employees were not provided with all legally-compliant meal periods to which they were entitled, Defendants failed to compensate Ms. Ortiz 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

Defendants also failed to authorize and permit Ms. Ortiz and other Aggrieved Employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 7, § 12. As alleged above, Defendants' rest period policies/practices fail to authorize and permit all rest periods for every four hours worked, or *major fraction thereof*. Specifically, Defendants required Ms. Ortiz and other Aggrieved Employees to return to their workstations and be ready to recommence work before their full rest period elapsed. As a result, Ms. Ortiz 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.")

<u>Waiting Time Penalties</u>

Labor Code §§ 201 and 202 require that employees receive all of their final wages at the time of their separation of employment. Defendants failed to timely pay Ms. Ortiz and other Aggrieved Employees all of their wages and/or final wages at the time of separation of employment. This included, among other things, unpaid minimum and overtime wages, and meal and rest period premium wages. Pursuant to Labor Code § 203, Defendants' failure to pay all final wages due to Aggrieved Employees was willful and, consequently, entitles Aggrieved Employees to waiting time penalties equal to one day of wages at their standard hourly rate for each day Defendants failed to pay their final wages after their separation, up to a maximum of thirty days.

<u>Wage Statement Violations</u>

Defendants knowingly and intentionally, as a matter of uniform practice and policy, failed to furnish Ms. Ortiz and other 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 premiums, in violation of Labor Code § 226 *et seq*. The wage statements provided by Defendants also failed to show the total hours worked by the employee and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Defendants' failure to furnish Ms. Ortiz 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 and overtime wages earned, and meal and rest period premium wages, and deprived them of the information necessary to identify discrepancies in Defendants' reported data.

As an "aggrieved employee," Ms. Ortiz will initiate a civil action on behalf of herself and other Aggrieved Employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Ms. Ortiz's own investigation, and on information and belief, Defendants committed the following Labor Code violations:

a) Defendants violated Labor Code §§ 1194, 1194.2, and 1197 by failing to pay Ms. Ortiz 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 Ms. Ortiz 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 Ms. Ortiz 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 Ms. Ortiz and other aggrieved employees;

e) Defendants violated Labor Code § 226 by failing to furnish Ms. Ortiz and other aggrieved employees with accurate and compliant itemized wage statements;

f) Defendants violated Labor Code § 201-203 by failing to pay Ms. Ortiz and other aggrieved employees all wages owed at the time of separation/termination of employment; and

g) Defendants violated Labor Code § 1174 by failing to maintain accurate records on behalf of Ms. Ortiz and other aggrieved employees.

Pursuant to Labor Code section 2699.3(a)(2)(A), please notify us and Defendants 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