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Attorneys for Plaintiff
EDGAR FACUNDO

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

Assigned for All Purposes:
Judge Layne H. Melzer
Dept. CX102

EDGAR FACUNDO, as an individual and
on behalf of all other current and former
Aggrieved Employees,

Plaintiff,

vs.

GK MANAGEMENT CO., INC., doing business
as GOLDRICH KEST, a California corporation;
and DOES 1 through 100, inclusive,

Defendants.

Case No.: 30-2026-01591363-CU-OE-CXC

**REPRESENTATIVE ACTION
COMPLAINT:**

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

UNLIMITED CIVIL CASE

1 Plaintiff Edgar Facundo (“Plaintiff”) on behalf of himself and all other current and former
2 Aggrieved Employees, hereby brings this Representative Action Complaint against Defendant
3 GK Management Co., Inc., doing business as Goldrich Kest, a California corporation, and DOES
4 1 to 100, inclusive (collectively “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION**

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

12 **VENUE**

13 2. Venue is proper in this judicial district pursuant to California Code of Civil
14 Procedure sections 395(a) and 395.5, as at least some of the acts and omissions complained of
15 herein occurred in the County of Orange. Defendants transact business within the County of
16 Orange and/or otherwise are found within the County of Orange, and Defendants are within the
17 jurisdiction of this Court for purposes of service of process.

18 **PARTIES**

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

24 4. Plaintiff is informed and believes, and based thereon alleges, that during the one
25 year preceding Plaintiff giving the required notice under the PAGA, Defendants did (and continue
26 to do) business within the County of Orange and the State of California by investing in real estate
27 and therefore, were (and are) doing business in the County of Orange and the State of California.

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

9 6. Plaintiff is informed and believes, and based thereon alleges, that at all times
10 mentioned herein, Defendants were and are the employers of Plaintiff and the aggrieved
11 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, a former non-exempt employee, was employed by Defendants from
26 about March 2022 through about July 2025. Plaintiff's job title was Maintenance Technician and
27 his job duties included, but were not limited to, residential maintenance, building upkeep,
28 landscaping, painting, and administrative support.

1 10. Plaintiff was generally scheduled to work Monday through Friday from 8:30 a.m.
2 to 5:30 p.m. Defendants required Plaintiff to keep track and record of his time worked by clocking
3 in and out using computer software, Ulti-Pro.

4 11. During his employment with Defendants, Plaintiff was not paid for all time
5 worked. Specifically, Plaintiff regularly performed off-the-clock work, including receiving and
6 responding to communications from residents, vendors, property managers, and delivery drivers
7 before and after scheduled shifts, as well as during meal periods. Furthermore, Defendants also
8 required Plaintiff and other non-exempt employees to be available by phone 24 hours a day, seven
9 days per week and available to arrive at the facility to perform work duties on a moment's notice.
10 Despite being subject to Defendants' control outside of scheduled work shifts and during these
11 on-call periods, Plaintiff and other non-exempt employees were not compensated for this time.
12 Due to these policies and practices, Defendants failed to compensate Plaintiff and other non-
13 exempt employees for all hours actually worked, resulting in unpaid minimum and overtime
14 wages.

15 12. Further, Plaintiff often worked in excess of eight hours per workday but did not
16 receive proper overtime compensation equal to one and one-half times his regular rate of pay for
17 all overtime hours worked, but was paid overtime at his base hourly rate. Additionally, Plaintiff
18 received bonuses and/or other forms of pay not excludable as a matter of law when calculating
19 an employee's regular rate (hereinafter the aforementioned forms of pay are collective referred to
20 as "Incentive Pay"). Despite Defendants' payment of Incentive Pay to Plaintiff, Defendants failed
21 to include all forms of Incentive Pay when calculating Plaintiff's regular rate of pay, thereby
22 causing Plaintiff to be underpaid all of his required overtime wages and sick leave wages. Rather,
23 Plaintiff was paid an amount less than one and one-half times (or two times in the case of double-
24 time hours) his regular rate of pay, as Defendants failed to include the various forms of Incentive
25 Pay earned during corresponding time periods that were required to be included in the regular
26 rate of pay. As a result of Defendant' policies and/or practices that fail to compensate for all
27 hours worked at the correct overtime rate, double overtime rate, and/or sick leave rate, Plaintiff
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1 and other hourly, non-exempt employees were deprived all required overtime wages earned and
2 sick leave wages accrued.

3 13. Defendants failed to provide Plaintiff and other non-exempt employees with
4 legally-compliant meal periods. Specifically, meal periods often commenced after the end of the
5 fifth hour of work, were interrupted by calls to return to work, and were not duty-free as
6 Defendants required employees to remain tethered to their cellular phones at all times, in violation
7 of *Augustus v. ABM Security Svcs., Inc.*, 2 Cal.5th 257 (2016). Despite these violations,
8 Defendants failed to pay meal period premiums at the regular rate of pay, as required by Labor
9 Code § 226.7.

10 14. Similarly, Defendants failed to authorize and permit duty-free, ten-minute rest
11 periods to Plaintiff and other non-exempt employees. Similar to meal periods, Defendants
12 required employees to carry and be responsive to their cellular phones at all times, resulting in
13 interrupted rest periods and rest periods shorter than 10.0 minutes net. See *Augustus, supra*, 2
14 Cal.5th at 269. Despite these violations, Defendants failed to pay rest period premiums at the
15 regular rate of pay, as required by Labor Code § 226.7.

16 15. Defendants also failed to reimburse Plaintiff and other non-exempt employees for
17 necessary business expenses. Defendants required employees to use their personal cellular phones
18 for work communications, including during off-the-clock hours, without reimbursement. See
19 *Cochran v. Schwan's Home Service, Inc.*, 228 Cal.App.4th 1137 (2014). Defendants further
20 required employees to purchase their own tools necessary to perform work duties (including
21 drills, saws, and screwdrivers) without reimbursement, in violation of Labor Code § 2802.

22 16. As a result of Defendants' failure to pay all minimum, overtime, and sick leave
23 wages, as well as meal and rest period premium wages, Defendants maintained inaccurate payroll
24 records and issued inaccurate wage statements to Plaintiff.

25 17. As a further result of Defendants' failure to pay all minimum, overtime and/or sick
26 leave wages owed, and failure to pay all meal and rest period premium wages, Defendants failed
27 to pay Plaintiff all wages owed upon his separation of employment with Defendants.
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1 18. As a result of all of the aforementioned Labor Code violations, Defendants are
2 liable for civil penalties under the Labor Code Private Attorney General Act.

3 **FIRST CAUSE OF ACTION**

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

5 **(AGAINST ALL DEFENDANTS)**

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

7 20. Defendants have committed several Labor Code violations against Plaintiff and
8 other Aggrieved Employees. Plaintiff, an “Aggrieved Employee” within the meaning of Labor
9 Code § 2698 et seq., acting on behalf of himself and other Aggrieved Employees, brings this
10 representative action against Defendants to recover the civil penalties due to Plaintiff, the other
11 aggrieved employees, and the State of California according to proof pursuant to Labor Code §
12 2699 (a) and (f) including, but not limited to: (1) \$250.00 for each initial violation and \$1,000.00
13 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or
14 (2) no less than \$25.00 and up to \$200.00 for each aggrieved employee per pay period pursuant
15 to Labor Code § 2699(f) for those violations of the Labor Code for which no civil penalty is
16 specifically provided, based on the following Labor Code violations:

- 17 a. Defendants violated Labor Code §§ 1194, 1194.2, and 1197 by failing to pay
18 Plaintiff and other aggrieved employees the statutory minimum wage for all
19 hours worked;
- 20 b. Defendants violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing
21 to pay Plaintiff and other aggrieved employees all overtime compensation
22 earned;
- 23 c. Defendants violated Labor Code § 246(l) by failing to pay Plaintiff and other
24 aggrieved employees all sick leave wages owed;
- 25 d. Defendants violated Labor Code §§ 226.7, 512, and 558 by failing to provide
26 all legally required meal periods and failing to pay meal period premiums to
27 Plaintiff and other aggrieved employees;

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- 1 e. Defendants violated Labor Code §§ 226.7, 516, and 558 by failing to provide
2 all legally required rest periods and failing to pay rest period premiums to
3 Plaintiff and other aggrieved employees;
4 f. Defendants violated Labor Code § 2802 by failing to reimburse Plaintiff and
5 other aggrieved employees for all necessary business expenditures incurred;
6 g. Defendants violated Labor Code § 226 *et seq.* by failing to issue accurate,
7 itemized wage statements to Plaintiff and other aggrieved employees;
8 h. Defendants violated Labor Code §§ 201, 202 and 203 by failing to timely pay
9 all final wages due to Plaintiff and other aggrieved employees; and
10 i. Defendants violated Labor Code § 1174 by failing to maintain accurate records
11 on behalf of Plaintiff and other aggrieved employees.

12 21. On June 10, 2026, Plaintiff notified Defendants via certified mail, and the
13 California Labor and Workforce Development Agency (“LWDA”) via e-mail, of Defendants’
14 violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties
15 under California Labor Code § 2698, *et seq.* with respect to violations of the California Labor
16 Code identified in Paragraph 20 (a)-(i). Attached hereto as **Exhibit 1** is a true and correct copy of
17 the June 10, 2026 correspondence. Now that sixty-five days have passed from Plaintiff notifying
18 Defendants of these violations, Plaintiff has exhausted his administrative requirements for
19 bringing a claim under the Labor Code Private Attorneys General Act with respect to these
20 violations.

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

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1 **PRAYER**

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

4 1. Upon the First Cause of Action, for civil penalties due to Plaintiff, other aggrieved
5 employees, and the State of California according to proof pursuant to Labor Code §§ 558 and
6 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure
7 to pay each employee and \$200.00 for each subsequent violation or willful or intentional violation
8 pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount
9 unlawfully withheld; (2) \$250.00 for each initial violation and \$1,000.00 for each subsequent
10 violation pursuant to Labor Code § 226.3 per employee per pay period; (3) \$50.00 for each initial
11 violation and \$100.00 for each subsequent violation pursuant to Labor Code § 558 per employee
12 per pay period; (4) no less than \$5,000.00 and up to \$25,000.00 for each violation pursuant to
13 Labor Code § 226.8(b) and (c); and/or (5) no less than \$25.00 and up to \$200.00 for each
14 aggrieved employee per pay period for those violations of the Labor Code for which no civil
15 penalty is specifically provided, based on the Labor Code violations cited in Paragraph 20 (a)-(i)
16 above;

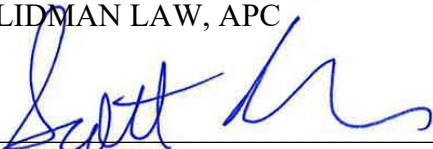
17 2. Upon the First Cause, for attorneys' fees and costs as provided by Labor Code
18 §2699(k), and Code of Civil Procedure § 1021.5; and

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

20
21 Dated: August 17, 2026

Respectfully submitted,
LIDMAN LAW, APC

22
23 By:


Scott M. Lidman

24
25 Attorneys for Plaintiff
26 EDGAR L FACUNDO
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

June 10, 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**

GK Management Co., Inc., a California corporation
c/o Rebecca Vang, Registered Agent
2710 Gateway Oaks Drive
Sacramento, CA 95833

Re: *Edgar Facundo v. GK Management Co., Inc. dba Goldrich Kest, a California corporation*

To Whom It May Concern:

Please be advised that this law firm represents Edgar Facundo in claims arising from his employment with GK Management Co., Inc., doing business as Goldrich Kest, a California corporation (“Defendant”). Mr. Facundo 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. Facundo, a former non-exempt employee, was employed by Defendant from about March 2022 through about July 2025. During his employment with Defendant, Mr. Facundo held the job title of Maintenance Technician and his job duties included, without limitation, residential maintenance, building upkeep, landscaping, painting, and administrative support.

During his employment with Defendant, Mr. Facundo was generally scheduled to work Monday through Friday from 8:30 a.m. to 5:30 p.m. Defendant required Mr. Facundo to clock in and out each day using the computer software Ulti-Pro.

During Mr. Facundo’s employment with Defendant, he and other hourly, non-exempt employees were not paid for all time worked. Specifically, Mr. Facundo and other hourly, non-exempt employees

regularly performed off-the-clock work, including receiving and responding to communications from residents, vendors, property managers, and delivery drivers before and after scheduled shifts, as well as during meal periods. Furthermore, Defendant also required Mr. Facundo and other non-exempt employees to be available by phone 24 hours a day, seven days per week and available to arrive at the facility to perform work duties on a moment's notice. Despite being subject to Defendant's control after scheduled work shifts and during these on-call periods, Mr. Facundo and other non-exempt employees were not compensated for this time. These practices by Defendant resulted in Defendant not paying Mr. Facundo 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.

Mr. Facundo and other hourly, non-exempt employees often worked in excess of eight hours per workday but did not receive proper overtime compensation equal to one and one-half times their regular rate of pay for all overtime hours worked, but were paid overtime at their base hourly rate. Additionally, Mr. Facundo and other hourly, non-exempt employees received bonuses and/or other forms of pay not excludable as a matter of law when calculating an employee's regular rate (hereinafter the aforementioned forms of pay are collectively referred to as "Incentive Pay"). Despite Defendant's payment of Incentive Pay to Mr. Facundo and other hourly, non-exempt employees, Defendant failed to include all forms of Incentive Pay when calculating Mr. Facundo's and other non-exempt employees' regular rate of pay, thereby causing Mr. Facundo and other hourly, non-exempt employees to be underpaid all of their required overtime wages and sick leave wages. Rather, Mr. Facundo and other hourly, non-exempt employees were paid an amount less than one and one-half times (or two times in the case of double-time hours) their regular rate of pay, as Defendant failed to include the various forms of Incentive Pay earned during corresponding time periods that were required to be included in the regular rate of pay. As a result, Defendant's policies and/or practices that fail to compensate for all hours worked at the correct overtime rate, double overtime rate, and/or sick leave rate, Mr. Facundo and other hourly, non-exempt employees were deprived all required overtime wages earned and sick leave wages accrued.

Throughout his employment with Defendant, Mr. Facundo and other hourly, non-exempt employees were not provided all legally required meal periods due to Defendant's meal period policies and practices, which fail to provide uninterrupted, 30-minute duty-free first meal periods before the end of the fifth hour of work, in violation of California law. Mr. Facundo's and other non-exempt employees' meal periods often commenced after the end of the fifth hour of work, were interrupted by calls to return to work, and were not duty-free as Defendant required employees to remain tethered to their cellular phones at all times. 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. Facundo 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. Facundo and other hourly, non-exempt employees with the required meal period premium at the regular rate of pay for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

Throughout Mr. Facundo's employment with Defendant, Mr. Facundo 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, Defendant required employees to carry and be responsive to their cellular phones at all times, resulting in interrupted rest

periods and rest periods shorter than 10.0 minutes net. 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. Facundo 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. Facundo and the other hourly, non-exempt employees with the required rest period premium at the 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 reimburse Mr. Facundo and other hourly, non-exempt employees for necessary business expenses incurred during the relevant time period. Specifically, Defendant required Mr. Facundo to use his personal cellular phone and purchase tools for business purposes. Accordingly, despite Mr. Facundo and the other non-exempt employees being required to use their personal cellular phone and purchase tools, 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, overtime and sick leave wages, as well as meal and rest period premium wages, Defendant maintained inaccurate payroll records and issued inaccurate wage statements to Mr. Facundo and other hourly, non-exempt employees.

As a further result of Defendant's failure to pay all minimum, overtime and/or sick leave wages, and failure to pay all meal and rest period premium wages, Defendant failed to pay all wages owed to Mr. Facundo 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. Facundo 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. Facundo 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. Facundo and other Aggrieved Employees to perform work duties outside of their work hours. These practices by Defendant resulted in Defendant not paying Mr. Facundo 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. Facundo 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. Facundo for all hours worked. As a result of Defendant’s policies and/or practices that fail to compensate for all hours worked and at the proper rate, Mr. Facundo and other aggrieved employees were deprived of all required overtime wages earned.

Sick Leave Wage Violations

Defendant was required to calculate paid sick leave for non-exempt employees in the same manner as the regular rate of pay for the workweek in which the employee used paid sick time. *See* Labor Code § 246(l). Defendant failed to pay Mr. Facundo and other aggrieved employees sick leave wages at the regular rate of pay. As alleged above, Defendant failed to pay Mr. Facundo all sick leave wages owed. As a result of Defendant’s policies and/or practices that fail to sick leave pay at the regular rate of pay, Mr. Facundo and other aggrieved employees were deprived of all required sick leave wages earned.

Meal Period Violations

As alleged above, Defendant failed to provide Mr. Facundo and other Aggrieved Employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 5, § 11. Specifically, Mr. Facundo 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. Facundo 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. Facundo and other Aggrieved Employees were not provided with all legally-compliant meal periods to which they were entitled, Defendant failed to compensate Mr. Facundo and other Aggrieved Employees with the required meal period premium at the regular rate of pay 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. Facundo 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. Facundo 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.”)

Failure to Reimburse Necessary Expenditures

As described above, Defendant required Mr. Facundo and other Aggrieved Employees to use their personal cellular phone and purchase tools required to discharge their duties. Accordingly, despite the Aggrieved Employees being required to use their personal cellular phone and purchase tools, Defendant did not reimburse Mr. Facundo 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. Facundo and other Aggrieved Employees are therefore entitled to reimbursement of such unpaid work expenses with interest.

Wage Statement Violations

Defendant knowingly and intentionally, as a matter of uniform practice and policy, failed to furnish Mr. Facundo 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. Facundo and other aggrieved employees with complete and accurate, itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all minimum, overtime, and sick leave wages earned, and meal and rest period premium wages, and deprived them of the information necessary to identify discrepancies in Defendant's reported data.

Waiting Time Penalties

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

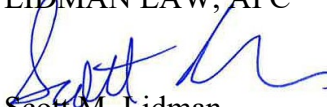
As an "aggrieved employee," Mr. Facundo will initiate a civil action on behalf of himself and other Aggrieved Employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Mr. Facundo's own investigation, and on information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

- a) Defendant violated Labor Code §§ 1194, 1194.2, and 1197 by failing to pay Mr. Facundo 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. Facundo and other aggrieved employees all overtime compensation earned;
- c) Defendant violated Labor Code § 246(l) by failing to pay Mr. Facundo and other aggrieved employees all sick leave wages owed;

- d) Defendant violated Labor Code §§ 226.7, 512, and 558 by failing to provide all legally required meal periods and failing to pay meal period premiums to Mr. Facundo and other aggrieved employees;
- e) Defendant violated Labor Code §§ 226.7, 516, and 558 by failing to provide all legally required rest periods and failing to pay rest period premiums to Mr. Facundo and other aggrieved employees;
- f) Defendant violated Labor Code § 2802 by failing to reimburse Mr. Facundo and other aggrieved employees for all necessary expenditures incurred;
- g) Defendant violated Labor Code § 226 *et seq.* by failing to issue accurate, itemized wage statements to Mr. Facundo and other aggrieved employees;
- h) Defendant violated Labor Code §§ 201, 202 and 203 by failing to timely pay all final wages due to Mr. Facundo and other aggrieved employees; and
- i) Defendant violated Labor Code § 1174 by failing to maintain accurate records on behalf of Mr. Facundo 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