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VENTURA SUPERIOR COURT

04/11/24

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MARIA RODRIGUEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF VENTURA

MARIA RODRIGUEZ, as an individual
and on behalf of all others similarly
situated,

Plaintiff,

vs.

CLINICAS DEL CAMINO REAL, INC.,
a California nonprofit corporation; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 2024CUOE023496

REPRESENTATIVE ACTION COMPLAINT:

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

UNLIMITED CIVIL CASE

Electronically
FILED

by Superior Court of California
County of Ventura

04/11/2024

Brenda L. McCormick
Executive Officer and Clerk

Hannah Cress
Hannah Cress
Deputy Clerk

1 Plaintiff Maria Rodriguez (“Plaintiff”), on behalf of herself and all aggrieved employees, hereby
2 brings this Representative Action Complaint (“Complaint”) against Clinicas Del Camino Real, Inc., a
3 California corporation, and DOES 1 to 100, inclusive (collectively “Defendants”), and on information and
4 belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of herself and all others similarly situated, hereby brings this
7 Complaint for recovery of unpaid wages and penalties under California Labor Code Private Attorneys
8 General Act of 2004 (“PAGA”), Cal. Labor Code § 2698 *et seq.* This Complaint is brought pursuant to
9 California Code of Civil Procedure § 382. This Court has jurisdiction over Defendants’ violations of the
10 California Labor Code because the amount in controversy exceeds this Court's jurisdictional minimum.

11 **VENUE**

12 2. Venue is proper in this judicial district pursuant to Cal. Code of Civ. Proc. §§ 395(a) and
13 395.5, as at least some of the acts and omissions complained of herein occurred in the County of Ventura.
14 Defendants own, maintain offices, transact business, have agent(s) within the County of Ventura, and/or
15 otherwise are found within the County of Ventura, and Defendants are within the jurisdiction of this
16 Court for purposes of service of process.

17 **PARTIES**

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

22 4. Plaintiff is informed and believes, and based thereon alleges, that during the four years
23 preceding Plaintiff giving the required notice under the PAGA, Defendants did (and continue to do)
24 business as a medical office and employed Plaintiff and other, similarly-situated non-exempt employees
25 within Ventura County and the state of California and, therefore, were (and are) doing business in Ventura
26 County and the State of California.

27 5. Plaintiff does not know the true names or capacities, whether individual, partner, or
28 corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said defendants

1 are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this
2 Complaint when such true names and capacities are discovered. Plaintiff is informed, and believes, and
3 based thereon alleges, that each of said fictitious defendants, whether individual, partners, or corporate,
4 were responsible in some manner for the acts and omissions alleged herein, and proximately caused
5 Plaintiff to be subject to the unlawful employment practices, wrongs, injuries and damages complained
6 of herein.

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

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

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

19 **GENERAL FACTUAL ALLEGATIONS**

20 9. Plaintiff, a former employee, was employed by Defendants as a non-exempt employee
21 from approximately January 2006 through approximately December 13, 2023. During her employment
22 with Defendants, Plaintiff was Licensed Vocational Nurse.

23 10. Plaintiff was generally scheduled to work five days a week, Monday and Thursday, 11:30
24 a.m. to 8:00 p.m., Tuesday, Wednesday, and Friday 8:30 a.m. to 5:30 p.m., Plaintiff would clock in and
25 out on the office laptop or on her personal cellular phone via a timekeeping application. Plaintiff would
26 often work more than 8 hours in a workday and/or 40 hours in a workweek.

27 11. During her employment with Defendants, Defendants did not compensate Plaintiff and
28 other non-exempt employees for all hours worked. Specifically, Defendants would often send out

1 automated messages about shortages at the clinic and Defendants required Plaintiff and other non-exempt
2 employees to respond. Defendants also required Plaintiff to coordinate with other LVNs and/or medical
3 assistants to provide coverage and Plaintiff was unable to track such time because the phone application
4 requires Plaintiff to be within a certain distance of the medical clinic. Accordingly, because Defendants
5 failed to pay Plaintiff and other non-exempt employees for the time they were their direction and control,
6 Defendants failed to pay them for all minimum wages owed. Additionally, any time the temperature of
7 the fridge that maintains the vaccines goes offline, Plaintiff is required to log into tempalert and check
8 and report the temperature. Defendants fail to compensate her for this time as well. Further, Plaintiff and
9 other non-exempt employees often worked over eight hours in a day and/or forty hours in a workweek,
10 and Defendants' policy and practice of failing to compensate them for all hours worked also deprived
11 them of all overtime wages owed.

12 12. Throughout Plaintiff's employment with Defendants, Plaintiff was not provided all legally
13 required meal periods due to Defendants' meal period policies and practices. Due to the work demands
14 imposed by Defendants, Plaintiff was often provided with a meal period that was late, short, missed,
15 and/or otherwise unlawful. Specifically, Plaintiff was often interrupted by patients who need vaccines.

16 13. Additionally, Defendants' meal period policies and practices fail to provide Plaintiff and
17 the other non-exempt employees a second meal period for shifts over 10.0 hours. As a result, when
18 Plaintiff worked in excess of 10.0 hours, she was not provided with a second 30-minute meal period in
19 violation of California law.

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

23 15. In addition, throughout Plaintiff's employment with Defendants, Plaintiff was not
24 authorized and permitted to take legally required rest periods due to Defendants' unlawful rest period
25 policies and practices. Defendants' rest period policies and practices fail to authorize and permit paid
26 rest periods for every four hours worked, *or major fraction thereof*. Additionally, Plaintiff and other
27 non-exempt employees were not authorized and permitted to take a third rest period when they worked
28 shifts in excess of 10.0 hours.

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

5 17. During Plaintiff's employment with Defendants, Plaintiff was required to use her personal
6 cellular phone to discharge her duties. Specifically, Plaintiff and other non-exempt employees were
7 required to use their personal cellular phone for a variety of required work activities, including, but not
8 limited to communicating with other team members. Defendants knew or should have known that
9 Plaintiff was necessarily incurring expenses due to the use of their personal cellular phones in the direct
10 discharge of her duties. Yet, despite the necessity of Plaintiff and other non-exempt employees using
11 their personal cellular phone for work activities and Defendants knowing or should have knowing about
12 same, they were not reimbursed for a reasonable portion of their cellular phone expenses by Defendants,
13 as mandated by *Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th 1137.

14 18. As a result of Defendants' failure to pay all minimum and overtime wages, as well as meal
15 and rest period premium wages, Defendants maintained inaccurate payroll records and issued inaccurate
16 wage statements to Plaintiff.

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

20 **FIRST CAUSE OF ACTION**

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

22 **(AGAINST ALL DEFENDANTS)**

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

24 21. Defendants have committed several Labor Code violations against Plaintiff and other
25 Aggrieved Employees. Plaintiff, an "Aggrieved Employee" within the meaning of Labor Code § 2698 et
26 seq., acting on behalf of himself and other Aggrieved Employees, brings this representative action against
27 Defendants to recover the civil penalties due to Plaintiff, the other aggrieved employees, and the State of
28 California according to proof pursuant to Labor Code § 2699 (a) and (f) including, but not limited to: (1)

1 \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code §
2 226.3 per employee per pay period; and/or (2) \$100.00 for each initial violation and \$200.00 for each
3 subsequent violation per employee per pay period for those violations of the Labor Code for which no
4 civil penalty is specifically provided, based on the following Labor Code violations:

- 5 a) Defendants violated Labor Code §§ 1194, 1194.2, and 1197 by failing to pay Plaintiff
6 and other aggrieved employees the statutory minimum wage for all hours worked;
- 7 b) Defendants violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay
8 Plaintiff and other aggrieved employees all overtime compensation earned;
- 9 c) Defendants violated Labor Code §§ 226.7, 512, and 558 by failing to provide all legally
10 required meal periods and failing to pay meal period premiums to Plaintiff and the
11 aggrieved employees;
- 12 d) Defendants violated Labor Code §§ 226.7, 516, and 558 by failing to provide all legally
13 required rest periods and failing to pay rest period premiums to Plaintiff and the
14 aggrieved employees;
- 15 e) Defendants violated Labor Code § 2802 by failing to reimburse Plaintiff and other
16 Aggrieved Employees for necessary work expenditures;
- 17 f) Defendants violated Labor Code § 226 by failing to furnish Plaintiff and other aggrieved
18 employees with accurate and compliant itemized wage statements;
- 19 g) Defendants violated Labor Code §§ 204 and 210 by failing to pay Plaintiff and other
20 aggrieved employees all earned wages at least twice during each calendar month;
- 21 h) Defendants violated Labor Code §§ 201, 202 and 203 by failing to timely pay all final
22 wages due to Plaintiff and other aggrieved employees; and
- 23 i) Defendants violated Labor Code § 1174 by failing to maintain accurate records on behalf
24 of Plaintiff and other aggrieved employees.

25
26 22. On January 30, 2024, Plaintiff notified Defendants via certified mail, and the California
27 Labor and Workforce Development Agency (“LWDA”) via e-mail, of Defendants’ violations of the
28 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 21

(a)-(i). Attached hereto as **Exhibit 1** is a true and correct copy of the January 30, 2024, 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.

23. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and costs, which she is entitled to recover under California Labor Code § 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; and/or (4) \$100.00 for each initial violation and \$200.00 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the Labor Code violations cited in Paragraph 21 (a)-(i) above;

2. Upon the First Cause of Action, for attorneys' fees and costs as provided by Labor Code § 2699(g) and Code of Civil Procedure § 1021; and

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

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1
2 Dated: April 11, 2024
3

Respectfully submitted,
LIDMAN LAW, APC

4 By:



5 Milan Moore
6 Attorneys for Plaintiff
7 MARIA RODRIGUEZ
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EXHIBIT 1

LIDMAN LAW

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

OFFICE: (424) 322-4772

FAX: (424) 322-4775

January 30, 2024

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**

Clinicas Del Camino Real, Inc.
c/o Gagan Pawar
1040 Flynn Road
Camarillo, CA 93012

Re: *Maria Rodriguez v. Clinicas Del Camino Real, Inc.*

To Whom It May Concern:

Please be advised that this law firm represents Maria Rodriguez (“Ms. Rodriguez”) in claims arising from her employment with Clinical Del Camino Real, Inc. (“Defendant”). Ms. 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, non-exempt employees working for Defendant in California during the one year immediately preceding the date of this letter through the present date, and continuing through a civil judgment if the LWDA takes no action and Ms. Rodriguez files a civil lawsuit seeking civil penalties.

Defendant does business as a medical clinic. Ms. Rodriguez, a former employee, was employed by Defendant as a non-exempt employee from approximately January 2006 through approximately December 13, 2023. During her employment with Defendants, Ms. Rodriguez was Licensed Vocational Nurse.

Ms. Rodriguez was generally scheduled to work five days a week, Monday and Thursday, 11:30 a.m. to 8:00 p.m., Tuesday, Wednesday, and Friday 8:30 a.m. to 5:30 p.m., Ms. Rodriguez would clock in and out on the office laptop or on her personal cellular phone via a timekeeping application. Ms. Rodriguez and other hourly, non-exempt employees would often work more than 8 hours in a workday and/or 40 hours in a workweek.

During her employment with Defendants, Defendant did not compensate Ms. Rodriguez and other non-exempt employees for all hours worked. Specifically, Defendant would often send out

automated messages about shortages at the clinic and Defendant required Ms. Rodriguez and other non-exempt employees to respond. Defendant also required Ms. Rodriguez to coordinate with other LVNs and/or medical assistants to provide coverage and Ms. Rodriguez was unable to track such time because the phone application requires Ms. Rodriguez to be within a certain distance of the medical clinic. Accordingly, because Defendant failed to pay Ms. Rodriguez and other non-exempt employees for the time they were their direction and control, Defendant failed to pay them for all minimum wages owed. Additionally, any time the temperature of the fridge that maintains the vaccines goes offline, Ms. Rodriguez is required to log into tempalert and check and report the temperature. Defendant fail to compensate her for this time as well. Further, Ms. Rodriguez and other non-exempt employees often worked over eight hours in a day and/or forty hours in a workweek, and Defendant's policy and practice of failing to compensate them for all hours worked also deprived them of all overtime wages owed.

Throughout Ms. Rodriguez's employment with Defendants, Ms. Rodriguez and other hourly, non-exempt employees were not provided all legally required meal periods due to Defendant's meal period policies and practices. Due to the work demands imposed by Defendants, Ms. Rodriguez and other hourly, non-exempt employees were often provided with a meal period that was late, short, missed, and/or otherwise unlawful. Specifically, Ms. Rodriguez and other hourly, non-exempt employees were often interrupted by patients who need vaccines.

Additionally, Defendant's meal period policies and practices fail to provide Ms. Rodriguez and the other non-exempt employees a second meal period for shifts over 10.0 hours. As a result, when Ms. Rodriguez and other hourly, non-exempt employees worked in excess of 10.0 hours, they were not provided with a second 30-minute meal period in violation of California law.

Although Ms. 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 Ms. 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.

In addition, throughout Ms. Rodriguez's employment with Defendant, Ms. 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. Defendant's rest period policies and practices fail to authorize and permit paid rest periods for every four hours worked, *or major fraction thereof*. Additionally, Ms. Rodriguez and other non-exempt employees were not authorized and permitted to take a third rest period when they worked shifts in excess of 10.0 hours.

On those occasions when Ms. 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 Ms. Rodriguez and 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.

During Ms. Rodriguez's employment with Defendant, Ms. Rodriguez and other hourly, non-exempt employees were required to use their personal cellular phone to discharge their duties. Specifically, Ms. Rodriguez and other non-exempt employees were required to use their personal cellular phone for a variety of required work activities, including, but not limited to communicating with other team members. Defendant knew or should have known that Ms. Rodriguez and other hourly, non-exempt employees were necessarily incurring expenses due to the use of their personal cellular

phones in the direct discharge of their duties. Yet, despite the necessity of Ms. Rodriguez and other non-exempt employees using their personal cellular phone for work activities and Defendant knowing or should have knowing about same, they were not reimbursed for a reasonable portion of their cellular phone expenses by Defendants, as mandated by *Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th 1137.

As a result of Defendant's failure to pay all minimum and overtime wages, as well as meal and rest period premium wages, Defendant maintained inaccurate payroll records and issued inaccurate wage statements to Ms. Rodriguez and other hourly, non-exempt employees.

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

As described above, Defendant committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 4 ("Wage Order 4"):

Minimum Wage Violations

Defendant was required to pay Ms. 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 4, § 4. Ms. 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 were to pay pursuant to the scheduled hours, even though Defendant knowingly permitted and required Ms. Rodriguez and other aggrieved employees to be under their direction and control prior to clocking in. These practices by Defendant resulted in Defendant not paying Ms. 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 Ms. 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 4, § 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's unlawful policies and procedures were to pay pursuant to the scheduled hours, even though Defendant knowingly permitted and required Ms. Rodriguez and other aggrieved employees to be under their direction and control prior to clocking in. As a result of Defendant's policies and/or practices that fail to compensate for all hours worked, Ms. Rodriguez and other aggrieved employees were deprived all required overtime wages earned.

Meal Period Violations

As alleged above, Defendant failed to provide the aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 4, § 11. As described above, due to the work demands, Defendant failed to provide Ms. Rodriguez and other aggrieved employees with all legally compliant meal periods. In addition, Defendant failed to provide Ms. Rodriguez or other aggrieved employees with second meal periods on shifts over 10.0 hours. Therefore, the aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.”). Although Ms. Rodriguez and other aggrieved employees were not provided with all legally-compliant meal periods to which they were entitled, Defendant failed to compensate them with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

Rest Period Violations

Defendant also failed to authorize and permit their aggrieved employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 4, § 12. Specifically, Ms. Rodriguez and other aggrieved employees were not authorized and permitted to take all required rest periods due to Defendant’s rest period policies/practices, which upon information and belief, fail to authorize and permit all rest periods for every four hours worked, or *major fraction thereof*. Additionally, Defendant has often failed to authorize and permit a third rest period when Ms. Rodriguez worked a shift in excess of 10.0 hours. As a result, Ms. Rodriguez and the aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest period is not provided.”)

Failure to Reimburse Business Expenses

Defendant failed to reimburse Ms. Rodriguez and other Aggrieved Employees for necessary work expenses, including, but not limited to, expenses incurred for the reasonable portion of cellular phone expenses incurred in the direct discharge of the job duties of such employees. Defendant’s policy of not providing reimbursement for necessary work-related expenses is in violation of Wage Order 4, § 9, and Labor Code § 2802 (“An employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.”) Ms. Rodriguez 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 Ms. Rodriguez and other aggrieved employees with accurate and complete, itemized wage statements that included, among other requirements, all minimum and/or overtime wages earned, meal and rest period premiums, total gross wages earned, and total net wages earned, in violation of Labor Code § 226 *et seq.* Defendant's failure to furnish Ms. 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 and/or overtime wages earned and meal and rest period premiums, and deprived them of the information necessary to identify discrepancies in Defendant's reported data.

Waiting Time Penalties

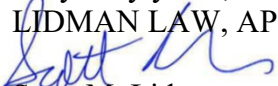
Labor Code §§ 201 and 202 require that employees receive all of their final wages at the time of their separation of employment. Defendant failed to timely pay Ms. Rodriguez and other aggrieved employees all of their final wages at the time of separation, which included, among other things, unpaid minimum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

As an "aggrieved employee," Ms. Rodriguez 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. 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 Ms. 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 Ms. 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 Ms. Rodriguez and the aggrieved employees;
- d) Defendant violated Labor Code §§ 226.7, 516, and 558 by failing to provide all legally required rest periods and failing to pay rest period premiums to Ms. Rodriguez and the aggrieved employees;
- e) Defendant violated Labor Code § 2802 by failing to reimburse Ms. Rodriguez and other Aggrieved Employees for necessary work expenditures;
- f) Defendant violated Labor Code § 226 by failing to furnish Ms. Rodriguez and other aggrieved employees with accurate and compliant itemized wage statements;
- g) Defendant violated Labor Code §§ 204 and 210 by failing to pay Ms. Rodriguez and other aggrieved employees all earned wages at least twice during each calendar month;
- h) Defendant violated Labor Code §§ 201, 202 and 203 by failing to timely pay all final wages due to Ms. Rodriguez and other aggrieved employees; and

- i) Defendant violated Labor Code § 1174 by failing to maintain accurate records on behalf of Ms. 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