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Additional Counsel on Next Page

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MONTEREY**

DONNA BRADLEY, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

APARTMENT MANAGEMENT
CONSULTANTS, L.L.C., a limited liability
company; and DOES 1 through 50, inclusive,

Defendants.

CLASS ACTION

Case No.: 24CV002090

**DECLARATION OF ENOCH J. KIM IN
SUPPORT OF PLAINTIFFS’ MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT**

Date: October 16, 2026

Time: 8:30 a.m.

Judge: Hon. Ian A. Rivamonte

DEPT.: 14

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Attorneys for Plaintiffs the Class

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1. I am an attorney licensed and admitted to practice before all courts of the State of California and the United States District Court for the Central, Southern, Eastern, and Northern Districts of California.

Procedural History

3. On April 14, 2020, Plaintiff Hormigas sent written notice to the LWDA and Defendant of Defendant's alleged violation of Labor Code in accordance with the PAGA. A true and correct copy of the PAGA notice is attached hereto as **Exhibit 1**.

Plaintiff Hormigas sent written notice to the LWDA and
 violation of Labor Code in accordance with the PAGA. A true
 is attached hereto as **Exhibit 1**.

5. On April 14, 2020, Plaintiff Hormigas sent written notice to the LWDA and Defendant of Defendant's alleged violation of Labor Code in accordance with the PAGA.

1 6. On June 22, 2020, Plaintiff Hormigas filed a Class and PAGA representative action
2 complaint against Defendant in Solano County Superior Court. On January 26, 2022, Plaintiff
3 Hormigas submitted an amended notice to the LWDA, adding Plaintiff Castro as a PAGA
4 representative. On March 1, 2022, Plaintiffs Hormigas and Castro filed a first amended
5 complaint against Defendant alleging causes of action pursuant to the PAGA for: (1) Failure to
6 Pay Minimum Wages; (2) Failure to Pay Wages and Overtime; (3) Meal Period Liability; (4)
7 Rest Break Liability; (5) Failure to Provide Accurate Wage Statements; (6) Unlawful
8 Deductions; (7) Waiting Time Penalties; (8) Failure to Reimburse Necessary Business
9 Expenditures; and (9) Violation of the UCL, Business & Professions Code sections 17200, et
10 seq.

11 7. On January 27, 2022, the *Hormigas* action was amended to include Plaintiff Joe
12 Castro as a class and PAGA representative.

13 8. On November 10, 2022, Defendant moved to compel the *Hormigas* matter to
14 arbitration and dismiss all Class and PAGA claims. On March 3, 2023 Defendant's motion was
15 granted. Plaintiffs Hormigas and Castro appealed the court's order. The appellate court reversed
16 the trial court's ruling and reinstated Plaintiff Hormigas and Castro's representative claims under
17 PAGA.

18 9. On January 31, 2022, Plaintiffs Hormigas, Castro, and Defendant attended mediation
19 with mediator Steve Rottman, which was unsuccessful. On August 25, 2025, Plaintiffs
20 Hormigas, Castro, and Defendant attended a second mediation with mediator Lonnie Giamela,
21 which was also unsuccessful. On October 15, 2025, Plaintiffs and Defendant attended a global
22 mediation with mediator Dan Turner and ultimately accepted the mediator's proposal on
23 November 7, 2025.

24 **Qualifications and Adequacy of Class Counsel**

25 10. D.Law prosecutes wage and hour cases, including class actions and PAGA actions on
26 behalf of employees and others who have had their rights violated. D.Law, either on its own or
27 with co-counsel, is currently serving as Plaintiffs' counsel of record in numerous wage and hour
28 and employment class action and PAGA action cases pending in both state and federal court.

 11. D.Law is well-qualified and has ample experience, knowledge, and resources to act as

counsel and represent Plaintiffs and the putative Class and Aggrieved Employees in this action. Our practice is exclusively focused on employment matters and representing Plaintiffs in wage and hour actions with the same or similar causes of actions brought forth in the matter pending before this Court.

12. D.Law has litigated and successfully resolved many wage and hour class action cases involving failure to pay wages and derivative Labor Code claims and penalties. See e.g. De La Rosa v. The Coca Cola Company et al. (Superior Court of California in Napa, 17CV000787), Harvey v. Bed Bath & Beyond of California Limited Liability Company (Superior Court of California in Alameda, RG17885153), Paredes v. Bottling Group LLC et. al. (Superior Court of California in Kern), Ramirez v. Harris Ranch Beef Company (Superior Court of California in Fresno, 16CECG04103), Gates v. Gate Gourmet, Inc. et. al. (Southern District of California, 16-cv-01084-L-AGS), Hargrave v. Antelope Valley Hospital (Superior Court of California in Los Angeles, BC663252), Ramirez v. Milton Roy et. al. (Superior Court of California in Los Angeles, BC 632 276), Hawkins v. AvalonBay Communities (Superior Court of California in Santa Clara, 17CV316492), Jones Tharpe et al. v. Sprint Corporation et al. (Superior Court of California in Los Angeles, BC644645), Ortega et al. v. Nestle Waters North America, Inc. et al. (Superior Court of California in Los Angeles, BC623610), Schultz v. Jimbo's Natural Family, Inc. (Superior Court of California in San Diego, 37-2017-00022348-CUE-OE-CTL), Ambrose v. Victor Valley Global et al. (Superior Court of California in San Bernardino, CIVDS1709289), Puerta-Gildardo v. Real Time Staffing Services LLC et. al. (Superior Court of California in Los Angeles, BC565445), Vargo v. Pregis Innovative Packaging LLC (Superior Court of California in Tulare, 270836), Conlin v. Aegis Senior Communities LLC (Northern District of California, 17-cv-05534-LHK), Galarza v. Kloeckner Metals Corporation (Central District of California, 2:17-cv-04910-FMO), Estes v. L3 Technologies, Inc. et al. (Southern District of California, 3:17-cv-02356-H-JMA), Rowser v. Trunk Club, Inc. (Central District of California, 2:17-cv-05064-DSF-RAO), Leach v. The Claremont Colleges, Inc. (Superior Court of California in Los Angeles, BC686451), Vaesau v. PCT Enterprises, Inc. dba Precision Cabinets (Superior Court of California, County of Contra Costa MSC18-02404), Terry v. TF Louderback, Inc. dba Bay Area

1 Beverage Company (Superior Court of the State of California, County of Contra Costa, MSC18-
2 00859), Roach v. Westcare California, Inc. (Superior Court of California in Kern County, BCV-
3 17-102367-SDS), Patton v. Church & Dwight Co., Inc. (Central District of California, EDCV
4 18-903-MWF (KKx)), Juarez v. ISL Employees, Inc. (Superior Court of California in Madera,
5 MCV074787), Ferraro v. USC Verdugo Hill s Hospital, et al. (Superior Court of California in
6 Los Angeles, 18STCV09463), Ford v. Account Control Technology, Inc., et al. (Superior Court
7 of California in Los Angeles, 19STCV09369), Ornelas v. iStorage, et al. (Superior Court of
8 California in San Francisco, CGC-18-571421), Martinez v. Ronpak, Inc. (Superior Court of
9 California in Riverside, RIC1901307), Barrera et al. v. Exclusive Wireless, Inc. (Superior Court
10 of California in Stanislaus, 9000687), Barajas v. Mancha Development Company LLC (Superior
11 Court of California in Orange County, 30-2018-00974707-CU-OE-CXC), Prado v. IMAX
12 Corporation dba IMAC Worldwide Home (Superior Court of California in San Bernardino,
13 CIVDS1820265), Rodriguez v. ND Industries, Inc. (Superior Court of California in Los Angeles,
14 19STCV38096), Singletary v. Motel 6 Operating LP, et al. (Southern District of California, 3:20-
15 cv-0270-LAB-AHG), Quizon v. CF Watsonville East, LLC, et al. (Superior Court of California
16 in Santa Cruz, 20CV01868), Stephenson v. Bakersfield Dodge, Inc. (Superior Court of
17 California in Kern, BCV-20-102693), Bacerra v. Hugo Boss Retail, Inc. (Superior Court of
18 California in San Diego, 37-2021-00002933-CU-OE-CTL), Walker v. Ariat International, Inc.
19 (Superior Court of California in Alameda, HG19026439), Orr v. Petvet Care Centers (California)
20 Inc. (Superior Court of California in Santa Clara, 19CV354063), Jimenez v. OEC Distribution
21 Services, Inc. (Superior Court of California in San Bernardino, CIVDS1915743), Viridi v.
22 Absolute Security International (Superior Court of California in San Bernardino, CIVDS
23 1909589), Raj v. First Transit, Inc (Superior Court of California in Sacramento, 34-2021-
24 00295895-CU-OE-GDS), Marchbanks v. Torrid Administration, Inc. (Superior Court of
25 California in San Diego, 37-2020-00008179-CU-OE-NC), among others.

26 13. I was admitted to the California Bar in December 2008, and I am Senior Counsel at
27 D.Law. I received my J.D. from Pepperdine University School of Law and B.S. from the
28 University of Southern California. Since graduating from law school, I have dedicated virtually

1 my entire career on the practice of employment law. I have practiced employment law from the
2 Plaintiffs' side, from the defense side, and from an in-house position. I have significant
3 experience specifically working on wage and hour class actions from the Plaintiffs' side as well
4 as the defense side, with the majority of my experience coming from the Plaintiffs' side.

5 14. Attorney Natalie Haritounian is Senior Counsel at D.Law and counsel of record for
6 Plaintiffs. Ms. Haritounian received her Bachelor of Arts in political science from the University
7 of California, Los Angeles, in 2014, and then earned her Juris Doctorate from the University of
8 Southern California, Gould School of Law in 2018. Upon graduating from law school, Ms.
9 Haritounian has exclusively focused her practice on representing employees, including in
10 wageand-hour class actions. During her career, Ms. Haritounian has represented employees in
11 wageand-hour class action lawsuits as lead or co-lead counsel, and has also obtained six and
12 seven figure settlements against a range of defendants.

13 15. Attorney Matthew Carraher earned his bachelor's degree from Loyola Marymount
14 University and his Juris Doctorate from Loyola Law School. He was admitted to the California
15 Bar in December 2022 and has devoted the majority of his legal career to the practice of
16 employment law. He has been appointed as class counsel for class and representative action
17 settlements in California state court involving the gamut of wage-and-hour claims, including
18 claims for failure to pay minimum wages, unpaid wages and overtime, inaccurate pay statements,
19 failure to pay timely wages, and failure to reimburse necessary business expenses - similar to
20 claims at issue in the present matter.

21 16. The collective experience of the D.Law attorneys in litigating employment wage and
22 hour matters has been integral in identifying legal issues, evaluating the strengths and
23 weaknesses of a case, and generally negotiating fair and reasonable class and representative
24 action settlements. Practice in the narrow field of wage and hour litigation requires skill and
25 knowledge concerning the constantly evolving substantive law (state and federal), as well as the
26 procedural law of class and representative action litigation. In this action, the attorneys at D.Law
27 are fully equipped to use the skills and knowledge developed over decades of prosecuting and
28 defending wage and hour class actions to fairly and adequately represent the interests of the

1 Class Members and aggrieved employees. Therefore, based on our resources, experience, and
2 knowledge, the attorneys at D.Law are well-qualified to act as class counsel and represent the
3 Plaintiffs and the putative Class Members and aggrieved employees in this action.

4 17. We understand the responsibilities owed as counsel to the Settlement Class Members
5 and aggrieved employees we represent. The attorneys at D.Law thoroughly investigated the
6 claims asserted in this action and have remained committed to dedicating the resources necessary
7 to represent the Settlement Class and vigorously pursue their claims. Based upon my experience
8 and understanding of the claims and defenses in this action, I believe the settlement is fair,
9 adequate, and reasonable for the Class Members and aggrieved employees and all involved, and
10 that the Settlement is well within the range of reasonableness that would permit it to be finally
11 approved. I am not aware of any conflict of interest with Plaintiffs or any other Class Member
12 that would interfere with our duties as Class Counsel.

13 I declare under penalty of perjury under the laws of the State of California that the
14 foregoing is true and correct.

15 Executed this 4th day of September 2026, in Pasadena, California.

16 Enoch J. Kim

17 Enoch J. Kim
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Exhibit 1

**DAVID YEREMIAN
& ASSOCIATES INC**

535 N BRAND BLVD STE 705
GLENDALE CA 91203

818 230 8380
818 230 0308 FAX

DAVID@YEREMIANLAW.COM; JASON@YEREMIANLAW.COM

April 14, 2020

VIA ON-LINE SUBMISSION ONLY TO:

<https://dir.tfaforms.net/128> (copy by certified mail to the below listed Defendants)

DKD Property Management Company

Agent for Service of Process – Tom Ragona
255 W. Julian St. #301
San Jose, CA 95110
Certified Mail Tracking Number: 7019 2970 0001 5087 7966

Apartment Management Consultants, LLC

Agent for Service of Process – C T Corporation System
818 W 7th Street, Suite 930
Los Angeles, CA 90017
Certified Mail Tracking Number: 7019 2970 0001 5087 7959

**Re: Labor Code § 2698, et seq. Penalties – PAGA Notice Letter
*Marylourdes Hormigas v. DKD Property Management Company, et al.***

Gentlepersons:

This office represents Plaintiff Marylourdes Hormigas (“Plaintiff”) and other aggrieved employees (Plaintiff and aggrieved employees are collectively hereinafter referred to as “Aggrieved Employees”) for, *inter alia*, violations of California Labor Code §§ 201, 202, 203, 204, 218.6, 221, 226, 226.7, 510, 512, 558, 1174, 1185, 1194, 1194.2, 1197, 2802, 2698 and 2699, *et seq.*; and provisions of the Industrial Welfare Commission (IWC) Wage Order(s).

The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et. seq.* (“the Act”). Plaintiff wishes to bring a representative action, pursuant to the Act, on behalf of herself and all other similarly situated Aggrieved Employees, and the State of California, against Defendants DKD PROPERTY MANAGEMENT COMPANY, a California corporation; APARTMENT MANAGEMENT CONSULTANTS, LLC, a Utah limited liability company, and DOES 1 through 50 inclusive (defendants being referred to herein collectively as “Defendants”).

Relevant Facts

Plaintiff was employed by Defendants as a non-exempt hourly employee. She was employed as a property manager. Aggrieved Employees include all of Defendants’ non-exempt hourly employees in the state of California from one year prior to the date of this letter and continuing through the present.

Aggrieved Employees consistently worked at Defendants' behest, under their control, and subject to their policies and practices without being paid all wages due.

Defendants' employment practices resulted in (i) Aggrieved Employees performing off-the-clock pre-shift and post-shift work, (ii) the under-recording of hours worked, all while under the control of Defendants, (iii) failure to provide timely, uninterrupted meal and rest breaks, (iv) failure to pay minimum wages for all hours worked, (v) failure to furnish accurate wage statements, and (vi) failure to reimburse all necessary incurred business related expenses. Defendants conduct thus violated various provisions of the California Labor Code and applicable Wage Orders.

The work performed by Aggrieved Employees consisted of performing property management and maintenance related services, including, but not limited to, collecting rent, responding to time sensitive issues, overall maintenance, and handling tenant complaints. Plaintiff was scheduled to work, on average, five (5) days per week, from 8:00 a.m. to 5:00 p.m. (Monday – Friday), though Plaintiff was required to remain on-call and under Defendants' control 24 hours a day in order to be able to address time sensitive problems after hours. In order to accomplish the tasks required of her, when Plaintiff was out of the office she was required to have the office phone configured to forward to her personal cellular phone so that she could be reached all times during the day and night, regardless of office hours and meal and rest breaks. More specifically, regardless of the time of day when a tenant needed assistance with a property-related problems, which happened after business hours on a regular basis, Plaintiff had to respond in as short of a time as possible. Defendants management would also contact Plaintiff at all hours of the day, sometimes as late as 11:00 p.m. or as early in the morning as 5:00 a.m., in order to assist with property related problems which often had to be handled immediately. Plaintiff was not afforded the ability to wait until her scheduled shift began.

Furthermore, if Aggrieved Employees left Defendants premises and their services were needed by either management or a tenant, then they would have to drive back to Defendants premises immediately. This employment requirement prevented Aggrieved Employees from ever truly being off the clock as they was required to be available 24 hours per day

Thus Aggrieved Employees were regularly performing pre-shift and post-shift work related functions for Defendants, all off the clock and uncompensated for, to their detriment. While the amount of pre-shift and post-shift work Aggrieved Employees engaged in varied on a day to day basis, it is estimated that they worked, on average, six (6) to eight (8) hours off the clock and uncompensated for per week.

To the extent that Defendants paid overtime to Aggrieved Employees, they began doing so well after eight (8) hours into a work shift, as Defendants' corresponding time records and paystubs show. Therefore, from one (1) year prior to the filing of this lawsuit and continuing to the present, Defendants had a consistent policy or practice of failing to pay Employees for all hours worked, and failing to pay minimum wages, overtime wages, and double time wages for all time worked as required by California Law and in violation of the Labor Code § 1197, IWC Wage Order MW-2014, and paragraphs 2(K), 2(S), and 4(A)-4(C) of the applicable IWC Wage Orders. Defendants' willful actions resulted in the systematic underpayment of wages to Aggrieved

Employees, including underpayment of overtime and double time pay to Aggrieved Employees over a period of time.

This was an intentional and calculated practice of Defendants to avoid paying Aggrieved Employees all duly owed wages. Thus, Aggrieved Employees worked longer hours than recorded by Defendants. This off-the-clock work also resulted in overtime hours accruing earlier than when Defendants started paying them in a work shift. Defendants therefore unlawfully deducted wages earned by and owed to the Aggrieved Employees, in violation of Labor Code § 221. Defendants' common policy and/or practice of understating the hours worked by Aggrieved Employees has given rise to further ongoing violations of Labor Code § 221.

As a result of Defendants' unlawful policies and practices, Aggrieved Employees incurred overtime hours worked for which they were not adequately and completely compensated for, in addition to the hours they were required to work off-the-clock. To the extent applicable, Defendants also failed to pay Aggrieved Employees at an overtime rate of 1.5 times the regular rate for the first eight hours of the seventh consecutive work day in a week and overtime payments at the rate of two (2) times the regular rate for hours worked over eight (8) on the seventh consecutive work day, as required under the Labor Code and applicable IWC Wage Orders.'

Due to the work demands and pressure from managers and supervisors, Defendants have regularly required Aggrieved Employees to work shifts in excess of five (5) hours without providing them with uninterrupted meal periods of not less than thirty (30) minutes, and shifts in excess of ten (10) hours without providing them with second meal periods of not less than thirty minutes; nor did Defendants pay Aggrieved Employees "premium pay," i.e. one hour of wages at each Employee's effective hourly rate of pay, for each meal period that Defendants failed to provide or deficiently provided.

Defendants placed the current job needs over Aggrieved Employees' lawful meal breaks, forcing Aggrieved Employees to take on duty meal periods in order to keep up with the demands of the job. For example, not only was Plaintiff unable to take timely meal breaks before the fifth hour worked, Plaintiff was also required to carry her cellular phone with her at all times and remain on-call throughout her supposed off-duty thirty (30) minute meal breaks. Thus, Employees meal breaks were often interrupted and cut short by either Defendants or Defendants tenants/clients. Moreover, Aggrieved Employees were unable to leave Defendants premises during meal breaks.

Upon information and belief, on the occasions when the Aggrieved Employees worked more than ten (10) hours in a shift, Defendants failed to provide them with a second, uninterrupted, timely and duty-free meal period, as Defendants time records will show. As a result, Defendants' failure to provide Aggrieved Employees with all the legally required off-duty, unpaid meal periods and all the legally required off-duty, paid rest periods, all in violation of the Labor Code and applicable Wage Orders, is and will be evidenced by Defendants' business records, or lack thereof.

Aggrieved Employees were regularly required by Defendants to work through or during their rest breaks, and were not provided with one hour's wages in lieu thereof as required by Labor

Code and IWC Wage Orders. Aggrieved Employees were also restricted in their ability to take their full ten (10) minutes net rest time or were otherwise not authorized and permitted to take duty-free rest periods. For example, not only was Plaintiff unable to take timely meal breaks before the fifth hour worked, Plaintiff was also required to carry her cellular phone with her at all times and remain on-call throughout her supposed off-duty ten (10) minute rest breaks.. Moreover, Plaintiff was unable to leave Defendants premises during rest breaks.

On occasions when the Aggrieved Employees worked over ten (10) hour shifts, they were, upon information and belief, not authorized and permitted to take a third timely and uninterrupted, duty-free rest break.

As a result of the above described requirements to work off the clock, under recording of hours worked, the failure to calculate and pay wages at the correct rates, and the other wage violations they endured at Defendants' hands, Aggrieved Employees were not properly paid all wages earned and all wages owed to them by Defendants for all hours they worked and were under Defendants' control, including when working more than eight (8) hours in any given day and/or more than forty (40) hours in any given week. The Aggrieved Employees were therefore entitled to receive overtime wages from Defendants, which they were consistently denied in violation of the Labor Code and applicable paragraphs of the IWC Wage Orders.

Defendants also consistently failed to issue accurate itemized wage statements as required by Labor Code § 226(a), and Defendants failed to pay Aggrieved Employees all wages owed, as detailed above, at the time of their termination or within seventy-two (72) hours of their resignation, as required under Labor Code § 203.

Defendants' management also did not reimburse Aggrieved Employees for all necessarily incurred expenses in performance of their job duties. Plaintiff incurred personal cellular phone expenses and transportation related charges in the performance of her job duties that were uncompensated for.

In regards to Aggrieved Employees non-reimbursed personal cellular phone usage, Defendants management would regularly contact Plaintiff on her personal cell phone for work related matters during all times of the day. Plaintiff estimates that 35% of her personal cellular phone usage was incurred as a result of these work-related calls and messages.

Defendants also did not reimburse Aggrieved Employees for mileage expended in performance of their job duties. For example, Plaintiff was required to deposit all rent and miscellaneous monies into Defendants bank account which required her to use her personal vehicle. Defendant never reimbursed Plaintiff for her mileage during these instances.

As addressed above, Aggrieved Employees complain of the following violations committed by Defendants:

Failure to Pay Minimum Wages

Defendants violated the law by failing to pay Aggrieved Employees minimum wages for all hours worked. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage"

states, “[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.” Due to Defendants policy of under recording hours worked, Aggrieved Employees were required to work pre-shift and post-shift hours off the clock without being paid minimum wages, regular wages, and applicable overtime at their required rates.

Defendants have the ability to pay minimum wages for all time worked and have willfully refused to pay such wages with the intent to secure for Defendants a discount upon this indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Aggrieved Employees.

In light of the forgoing, the Aggrieved Employees seek to recover wages and penalties. Aggrieved Employees are entitled to recover their unpaid minimum wages (including double minimum wages), liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney’s fees and costs of suit pursuant to California Labor Code § 1194(a). Aggrieved Employees further request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of any statutory penalties against Defendants, in a sum as provided by the California Labor Code and/or other applicable statutes, including pursuant to Labor Code § 558 and applicable Wage Order provisions.

Failure to Pay Wages and Overtime in Violation of Labor Code § 510

Defendants violated the law by failing to pay Aggrieved Employees earned wages and overtime for all hours worked and during which they were under the control of Defendants. Aggrieved Employees were not paid overtime wages for hours worked in excess of eight (8) hours a day. Additionally, Defendants failed to pay Aggrieved Employees for all hours worked and failed to pay overtime compensation at premium overtime rates. Moreover, the uncompensated time, discussed above, was worked by Aggrieved Employees in excess of 8 hours a day and/or 40 hours a week, further entitling Aggrieved Employees overtime wages which they were consistently denied, all in violation of Labor Code § 510 and applicable Wage Order provisions.

In light of the forgoing, Aggrieved Employees seek to recover wages and penalties pursuant to the California Labor Code, including Labor Code §§ 204, 510, 558, and 1194 (and the relevant orders of the Industrial Welfare Commission). Defendants are liable to Employees for the full amount of all their unpaid wages and overtime compensation, with interest, plus their reasonable attorneys’ fees and costs, as well as the assessment of any statutory penalties against Defendants, and each of them, and any additional sums as provided by the Labor Code and/or other statutes and Wage Order provisions.

Meal-Period Liability Under Labor Code § 226.7

Defendants have regularly required Aggrieved Employees to work shifts in excess of five (5) hours without providing them with timely and uninterrupted meal periods of not less than thirty (30) minutes, as required under Labor Code §§ 226.7 and 512 and applicable Wage Orders. Specifically, meal periods Aggrieved Employees were provided were consistently less than 30 minutes or were taken after their fifth consecutive hour of work, or interrupted by job requirements, all in violation of the Labor Code and applicable Wage Orders. On shifts over ten hours, second meal periods were not provided. Defendants also failed to pay Aggrieved

Employees “premium pay,” i.e. one hour of wages at each Aggrieved Employee’s effective regular rate of pay, for each meal period that Defendants failed to provide or deficiently provided. In light of the forgoing, Aggrieved Employees seek to recover wages and penalties pursuant to Labor Code § 558.

Rest-Break Liability Under Labor Code § 226.7

Defendants have consistently failed to provide Aggrieved Employees with paid rest breaks of not less than ten (10) minutes for every work period of four (4) or more consecutive hours, or major fraction thereof, as required under Labor Code § 226.7. Defendants also failed to pay Aggrieved Employees premium pay for each day on which requisite rest breaks were not provided or were deficiently provided. In light of the forgoing, Aggrieved Employees seek to recover wages and penalties pursuant to Labor Code § 558.

Unlawfully Collecting or Receiving Wages in Violation of Labor Code § 221

Labor Code § 221 provides, “It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee.” As discussed above, Defendants unlawfully received and/or collected wages from Aggrieved Employees by understating their hours worked and automatically deducting time for unlawfully provided meal periods. In light of the forgoing, Aggrieved Employees seek to recover wages and penalties pursuant to Labor Code § 558.

Failure to Issue Accurate Wage Statements in Violation of Labor Code § 226

California Labor Code § 226(a) requires an employer to furnish accurate, itemized wage statements in writing to its employees. These statements must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the employee’s wages; or, if wages are paid by cash or personal check, these statements may be given to the employee separately from the payment of wages; in either case the employer must give the employee these statements twice a month or each time wages are paid. As a direct and proximate cause of Defendants’ violation of Labor Code § 226(a), Aggrieved Employees suffered injuries, including among other things confusion over whether they received all wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing them to make mathematical computations to analyze whether the wages paid in fact compensated them correctly for all hours worked.

Therefore, Defendants failed to provide Aggrieved Employees with accurate itemized wage statements in writing, as required by the Labor Code. Specifically, the wage statements given to Aggrieved Employees failed to accurately account for unpaid wages, overtime, premium pay for deficiently provided meal periods and rest breaks, and unlawfully received or collected wages, as discussed above. In light of these violations, and pursuant to Labor Code §§ 226(a) and 226(e), Aggrieved Employees are entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an award of costs and reasonable attorneys’ fees.

Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial violation and one thousand dollars (\$1,000) per employee for each

violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the required in subdivision (a) of Section 226.” To the extent that Labor Code § 226.3 applies, Plaintiff also seeks such penalties on behalf of herself and the other Aggrieved Employees.

Waiting Time Penalties Pursuant to Labor Code § 203

Some Aggrieved Employees no longer work for Defendants; they either resigned or were terminated from Defendants’ employ. Based on the forgoing, Defendants have followed a consistent policy of failing to pay all wages earned and owed to Aggrieved Employees at the time of their termination or within seventy-two (72) hours of their resignation, as required by California under Labor Code § 203. In light of the forgoing, Aggrieved Employees seek to recover wages and penalties pursuant to Labor Code § 558 and further specifically seek penalties and wages under Labor Code § 203, which provides that an employee’s wages shall continue until paid for up to thirty (30) days from the date they were due.

Failure to Issue Semimonthly Payments in Violation of Labor Code § 204

In failing to pay Aggrieved Employees wages, overtime, premium pay, etc., Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis, as required under Labor Code § 204. Defendants failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as well as the meal and rest periods taken by Aggrieved Employees, as required by Labor Code § 1174 and the applicable IWC wage orders. In light of the forgoing, Aggrieved Employees seek to recover wages and penalties pursuant to Labor Code § 558.

Reimbursement of Necessary Expenditures Under Labor Code § 2802

Under Labor Code § 2802(a) an employer must indemnify its 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.

In the present case, as discussed above, Aggrieved Employees incurred necessary expenditures in the performance of their job duties for Defendants, in the form of personal cellular phone usage and transportation related charges. Thus Aggrieved Employees were not reimbursed for those lawful and necessary work related expenses or losses incurred in direct discharge of their job duties during employment with Defendants and at the direction of the Defendants pursuant to Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9.

Failure to Keep Records In Accordance With Labor Code § 1174

Labor Code § 1174 requires employers to keep records showing payroll data and the daily hours worked by employees and the wages paid to them. By failing to pay Aggrieved Employees proper wages, overtime, premium pay, etc., all discussed herein, Defendants failed to maintain proper employment records in accordance with Section 1174. In light of the forgoing, Aggrieved Employees seek to recover penalties pursuant to Labor Code §§ 1174.5 and 2699, *et seq.*

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Unfair Competition Under Business and Professions Code § 17200, et seq.

Consequently, Defendants' conduct has been and continues to be unfair, unlawful, and harmful to Aggrieved Employees and the general public in violation of Business & Professions Code § 17200 et seq.

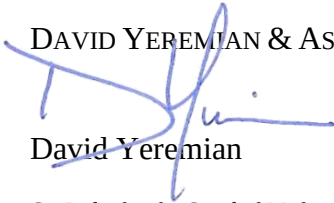
Conclusion

This letter provides the requisite notice under the Act to the LWDA and Defendants by setting forth the specific provisions of the Labor Code and related provisions Plaintiff alleges she has been violated, including the facts and relevant theories alleged against DKD PROPERTY MANAGEMENT COMPANY, a California corporation and APARTMENT MANAGEMENT CONSULTANTS, LLC, a Utah limited liability company. To prevent the violations described and herein from occurring, and to remedy past violations, Plaintiff respectfully requests that the LWDA conduct an investigation into Defendants' employment practices in accordance with the Act.

Wherefore we request that you advise us, by certified mail within sixty (60) days of the postmark on this letter, whether you intend to proceed with these claims or whether Aggrieved Employees should include them as a Labor Code § 2698 claims under the Act in an Complaint.

Regards,

DAVID YEREMIAN & ASSOCIATES, INC.



David Yeremian

Cc: Defendant by Certified Mail

**DAVID YEREMIAN
& ASSOCIATES INC**

535 N BRAND BLVD STE 705
GLENDALE CA 91203

818 230 8380
818 230 0308 FAX

DAVID@YEREMIANLAW.COM; JASON@YEREMIANLAW.COM

January 26, 2022

VIA ON-LINE SUBMISSION ONLY TO:

<https://dir.tfaforms.net/128> (copy by certified mail to the below listed Defendants)

Apartment Management Consultants, LLC

Agent for Service of Process – C T Corporation System
818 W 7th Street, Suite 930
Los Angeles, CA 90017

**Re: Labor Code § 2698, et seq. Penalties – PAGA Notice Letter
Marylourdes Hormigas v. DKD Property Management Company, et al.
*LWDA Case No. LWDA-CM-783046-20***

Gentlepersons:

This office represents Plaintiff Marylourdes Hormigas and Joe Castro (collectively “Plaintiffs”) and other aggrieved employees (Plaintiffs and aggrieved employees are collectively hereinafter referred to as “Aggrieved Employees”) for, *inter alia*, violations of California Labor Code §§ 201, 202, 203, 204, 218.6, 221, 226, 226.7, 510, 512, 558, 1174, 1185, 1194, 1194.2, 1197, 2802, 2698 and 2699, *et seq.*; and provisions of the Industrial Welfare Commission (IWC) Wage Order(s).

The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et. seq.* (“the Act”). Plaintiffs wish to bring a representative action, pursuant to the Act, on behalf of themselves and all other similarly situated Aggrieved Employees, and the State of California, against Defendants APARTMENT MANAGEMENT CONSULTANTS, LLC, a Utah limited liability company, and DOES 1 through 50 inclusive (defendants being referred to herein collectively as “Defendants”).

Relevant Facts

Plaintiffs were employed by Defendants as a non-exempt hourly employee. Aggrieved Employees include all of Defendants’ non-exempt hourly employees in the state of California from one year prior to the date of this letter and continuing through the present.

Aggrieved Employees consistently worked at Defendants’ behest, under their control, and subject to their policies and practices without being paid all wages due.

Defendants’ employment practices resulted in (i) Aggrieved Employees performing off-the-clock pre-shift and post-shift work, (ii) the under-recording of hours worked, all while under the control of Defendants, (iii) failure to provide timely, uninterrupted meal and rest breaks, (iv) failure to pay minimum wages for all hours worked, (v) failure to furnish accurate wage

statements, and (vi) failure to reimburse all necessary incurred business related expenses. Defendants conduct thus violated various provisions of the California Labor Code and applicable Wage Orders.

The work performed by Aggrieved Employees consisted of performing property management and maintenance related services, including, but not limited to, collecting rent, responding to time sensitive issues, overall maintenance, and handling tenant complaints. Plaintiffs were scheduled to work, on average, five (5) days per week, from 8:00 a.m. to 5:00 p.m. (Monday – Friday), though Plaintiffs were required to remain on-call and under Defendants’ control 24 hours a day in order to be able to address time sensitive problems after hours. In order to accomplish the tasks required of her, when Plaintiffs were out of the office she was required to have the office phone configured to forward to their personal cellular phone so that she could be reached all times during the day and night, regardless of office hours and meal and rest breaks. More specifically, regardless of the time of day when a tenant needed assistance with a property-related problems, which happened after business hours on a regular basis, Plaintiffs had to respond in as short of a time as possible. Defendants management would also contact Plaintiffs at all hours of the day, sometimes as late as 11:00 p.m. or as early in the morning as 5:00 a.m., in order to assist with property related problems which often had to be handled immediately. Plaintiffs were not afforded the ability to wait until their scheduled shift began.

Furthermore, if Aggrieved Employees left Defendants premises and their services were needed by either management or a tenant, then they would have to drive back to Defendants premises immediately. This employment requirement prevented Aggrieved Employees from ever truly being off the clock as they was required to be available 24 hours per day

Thus Aggrieved Employees were regularly performing pre-shift and post-shift work related functions for Defendants, all off the clock and uncompensated for, to their detriment. While the amount of pre-shift and post-shift work Aggrieved Employees engaged in varied on a day to day basis, it is estimated that they worked, on average, six (6) to eight (8) hours off the clock and uncompensated for per week.

To the extent that Defendants paid overtime to Aggrieved Employees, they began doing so well after eight (8) hours into a work shift, as Defendants’ corresponding time records and paystubs show. Therefore, from one (1) year prior to the filing of this lawsuit and continuing to the present, Defendants had a consistent policy or practice of failing to pay Employees for all hours worked, and failing to pay minimum wages, overtime wages, and double time wages for all time worked as required by California Law and in violation of the Labor Code § 1197, IWC Wage Order MW-2014, and paragraphs 2(K), 2(S), and 4(A)-4(C) of the applicable IWC Wage Orders. Defendants’ willful actions resulted in the systematic underpayment of wages to Aggrieved Employees, including underpayment of overtime and double time pay to Aggrieved Employees over a period of time.

This was an intentional and calculated practice of Defendants to avoid paying Aggrieved Employees all duly owed wages. Thus, Aggrieved Employees worked longer hours than recorded by Defendants. This off-the-clock work also resulted in overtime hours accruing earlier than when Defendants started paying them in a work shift. Defendants therefore unlawfully

deducted wages earned by and owed to the Aggrieved Employees, in violation of Labor Code § 221. Defendants' common policy and/or practice of understating the hours worked by Aggrieved Employees has given rise to further ongoing violations of Labor Code § 221.

As a result of Defendants' unlawful policies and practices, Aggrieved Employees incurred overtime hours worked for which they were not adequately and completely compensated for, in addition to the hours they were required to work off-the-clock. To the extent applicable, Defendants also failed to pay Aggrieved Employees at an overtime rate of 1.5 times the regular rate for the first eight hours of the seventh consecutive work day in a week and overtime payments at the rate of two (2) times the regular rate for hours worked over eight (8) on the seventh consecutive work day, as required under the Labor Code and applicable IWC Wage Orders.'

Due to the work demands and pressure from managers and supervisors, Defendants have regularly required Aggrieved Employees to work shifts in excess of five (5) hours without providing them with uninterrupted meal periods of not less than thirty (30) minutes, and shifts in excess of ten (10) hours without providing them with second meal periods of not less than thirty minutes; nor did Defendants pay Aggrieved Employees "premium pay," i.e. one hour of wages at each Employee's effective hourly rate of pay, for each meal period that Defendants failed to provide or deficiently provided.

Defendants placed the current job needs over Aggrieved Employees' lawful meal breaks, forcing Aggrieved Employees to take on duty meal periods in order to keep up with the demands of the job. For example, not only was Plaintiffs unable to take timely meal breaks before the fifth hour worked, Plaintiffs were also required to carry their cellular phone with them at all times and remain on-call throughout their supposed off-duty thirty (30) minute meal breaks. Thus, Employees meal breaks were often interrupted and cut short by either Defendants or Defendants tenants/clients. Moreover, Aggrieved Employees were unable to leave Defendants premises during meal breaks.

Upon information and belief, on the occasions when the Aggrieved Employees worked more than ten (10) hours in a shift, Defendants failed to provide them with a second, uninterrupted, timely and duty-free meal period, as Defendants time records will show. As a result, Defendants' failure to provide Aggrieved Employees with all the legally required off-duty, unpaid meal periods and all the legally required off-duty, paid rest periods, all in violation of the Labor Code and applicable Wage Orders, is and will be evidenced by Defendants' business records, or lack thereof.

Aggrieved Employees were regularly required by Defendants to work through or during their rest breaks, and were not provided with one hour's wages in lieu thereof as required by Labor Code and IWC Wage Orders. Aggrieved Employees were also restricted in their ability to take their full ten (10) minutes net rest time or were otherwise not authorized and permitted to take duty-free rest periods. For example, not only was Plaintiffs unable to take timely meal breaks before the fifth hour worked, Plaintiffs were also required to carry their cellular phone with them at all times and remain on-call throughout their supposed off-duty ten (10) minute rest breaks. Moreover, Plaintiffs were unable to leave Defendants premises during rest breaks.

On occasions when the Aggrieved Employees worked over ten (10) hour shifts, they were, upon information and belief, not authorized and permitted to take a third timely and uninterrupted, duty-free rest break.

As a result of the above described requirements to work off the clock, under recording of hours worked, the failure to calculate and pay wages at the correct rates, and the other wage violations they endured at Defendants' hands, Aggrieved Employees were not properly paid all wages earned and all wages owed to them by Defendants for all hours they worked and were under Defendants' control, including when working more than eight (8) hours in any given day and/or more than forty (40) hours in any given week. The Aggrieved Employees were therefore entitled to receive overtime wages from Defendants, which they were consistently denied in violation of the Labor Code and applicable paragraphs of the IWC Wage Orders.

Defendants also consistently failed to issue accurate itemized wage statements as required by Labor Code § 226(a), and Defendants failed to pay Aggrieved Employees all wages owed, as detailed above, at the time of their termination or within seventy-two (72) hours of their resignation, as required under Labor Code § 203.

Defendants' management also did not reimburse Aggrieved Employees for all necessarily incurred expenses in performance of their job duties. Plaintiffs incurred personal cellular phone expenses and transportation related charges in the performance of their job duties that were uncompensated for.

In regards to Aggrieved Employees non-reimbursed personal cellular phone usage, Defendants management would regularly contact Plaintiffs on their personal cell phone for work related matters during all times of the day.

Defendants also did not reimburse Aggrieved Employees for mileage expended in performance of their job duties. For example, Plaintiffs were required to deposit all rent and miscellaneous monies into Defendants bank account which required them to use their personal vehicle. Defendant never reimbursed Plaintiffs for their mileage during these instances.

As addressed above, Aggrieved Employees complain of the following violations committed by Defendants:

Failure to Pay Minimum Wages

Defendants violated the law by failing to pay Aggrieved Employees minimum wages for all hours worked. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage" states, "[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful." Due to Defendants policy of under recording hours worked, Aggrieved Employees were required to work pre-shift and post-shift hours off the clock without being paid minimum wages, regular wages, and applicable overtime at their required rates.

Defendants have the ability to pay minimum wages for all time worked and have willfully refused to pay such wages with the intent to secure for Defendants a discount upon this

indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Aggrieved Employees.

In light of the forgoing, the Aggrieved Employees seek to recover wages and penalties. Aggrieved Employees are entitled to recover their unpaid minimum wages (including double minimum wages), liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant to California Labor Code § 1194(a). Aggrieved Employees further request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of any statutory penalties against Defendants, in a sum as provided by the California Labor Code and/or other applicable statutes, including pursuant to Labor Code § 558 and applicable Wage Order provisions.

Failure to Pay Wages and Overtime in Violation of Labor Code § 510

Defendants violated the law by failing to pay Aggrieved Employees earned wages and overtime for all hours worked and during which they were under the control of Defendants. Aggrieved Employees were not paid overtime wages for hours worked in excess of eight (8) hours a day. Additionally, Defendants failed to pay Aggrieved Employees for all hours worked and failed to pay overtime compensation at premium overtime rates. Moreover, the uncompensated time, discussed above, was worked by Aggrieved Employees in excess of 8 hours a day and/or 40 hours a week, further entitling Aggrieved Employees overtime wages which they were consistently denied, all in violation of Labor Code § 510 and applicable Wage Order provisions.

In light of the forgoing, Aggrieved Employees seek to recover wages and penalties pursuant to the California Labor Code, including Labor Code §§ 204, 510, 558, and 1194 (and the relevant orders of the Industrial Welfare Commission). Defendants are liable to Employees for the full amount of all their unpaid wages and overtime compensation, with interest, plus their reasonable attorneys' fees and costs, as well as the assessment of any statutory penalties against Defendants, and each of them, and any additional sums as provided by the Labor Code and/or other statutes and Wage Order provisions.

Meal-Period Liability Under Labor Code § 226.7

Defendants have regularly required Aggrieved Employees to work shifts in excess of five (5) hours without providing them with timely and uninterrupted meal periods of not less than thirty (30) minutes, as required under Labor Code §§ 226.7 and 512 and applicable Wage Orders. Specifically, meal periods Aggrieved Employees were provided were consistently less than 30 minutes or were taken after their fifth consecutive hour of work, or interrupted by job requirements, all in violation of the Labor Code and applicable Wage Orders. On shifts over ten hours, second meal periods were not provided. Defendants also failed to pay Aggrieved Employees "premium pay," i.e. one hour of wages at each Aggrieved Employee's effective regular rate of pay, for each meal period that Defendants failed to provide or deficiently provided. In light of the forgoing, Aggrieved Employees seek to recover wages and penalties pursuant to Labor Code § 558.

Rest-Break Liability Under Labor Code § 226.7

Defendants have consistently failed to provide Aggrieved Employees with paid rest breaks of not less than ten (10) minutes for every work period of four (4) or more consecutive hours, or major

fraction thereof, as required under Labor Code § 226.7. Defendants also failed to pay Aggrieved Employees premium pay for each day on which requisite rest breaks were not provided or were deficiently provided. In light of the forgoing, Aggrieved Employees seek to recover wages and penalties pursuant to Labor Code § 558.

Unlawfully Collecting or Receiving Wages in Violation of Labor Code § 221

Labor Code § 221 provides, “It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee.” As discussed above, Defendants unlawfully received and/or collected wages from Aggrieved Employees by understating their hours worked and automatically deducting time for unlawfully provided meal periods. In light of the forgoing, Aggrieved Employees seek to recover wages and penalties pursuant to Labor Code § 558.

Failure to Issue Accurate Wage Statements in Violation of Labor Code § 226

California Labor Code § 226(a) requires an employer to furnish accurate, itemized wage statements in writing to its employees. These statements must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the employee’s wages; or, if wages are paid by cash or personal check, these statements may be given to the employee separately from the payment of wages; in either case the employer must give the employee these statements twice a month or each time wages are paid. As a direct and proximate cause of Defendants’ violation of Labor Code § 226(a), Aggrieved Employees suffered injuries, including among other things confusion over whether they received all wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing them to make mathematical computations to analyze whether the wages paid in fact compensated them correctly for all hours worked.

Therefore, Defendants failed to provide Aggrieved Employees with accurate itemized wage statements in writing, as required by the Labor Code. Specifically, the wage statements given to Aggrieved Employees failed to accurately account for unpaid wages, overtime, premium pay for deficiently provided meal periods and rest breaks, and unlawfully received or collected wages, as discussed above. In light of these violations, and pursuant to Labor Code §§ 226(a) and 226(e), Aggrieved Employees are entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an award of costs and reasonable attorneys’ fees.

Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial violation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the required in subdivision (a) of Section 226.” To the extent that Labor Code § 226.3 applies, Plaintiffs also seek such penalties on behalf of themselves and the other Aggrieved Employees.

Waiting Time Penalties Pursuant to Labor Code § 203

Some Aggrieved Employees no longer work for Defendants; they either resigned or were terminated from Defendants’ employ. Based on the forgoing, Defendants have followed a

consistent policy of failing to pay all wages earned and owed to Aggrieved Employees at the time of their termination or within seventy-two (72) hours of their resignation, as required by California under Labor Code § 203. In light of the forgoing, Aggrieved Employees seek to recover wages and penalties pursuant to Labor Code § 558 and further specifically seek penalties and wages under Labor Code § 203, which provides that an employee's wages shall continue until paid for up to thirty (30) days from the date they were due.

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Reimbursement of Necessary Expenditures Under Labor Code § 2802

Under Labor Code § 2802(a) an employer must indemnify its 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.

In the present case, as discussed above, Aggrieved Employees incurred necessary expenditures in the performance of their job duties for Defendants, in the form of personal cellular phone usage and transportation related charges. Thus Aggrieved Employees were not reimbursed for those lawful and necessary work related expenses or losses incurred in direct discharge of their job duties during employment with Defendants and at the direction of the Defendants pursuant to Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9.

Failure to Keep Records In Accordance With Labor Code § 1174

Labor Code § 1174 requires employers to keep records showing payroll data and the daily hours worked by employees and the wages paid to them. By failing to pay Aggrieved Employees proper wages, overtime, premium pay, etc., all discussed herein, Defendants failed to maintain proper employment records in accordance with Section 1174. In light of the forgoing, Aggrieved Employees seek to recover penalties pursuant to Labor Code §§ 1174.5 and 2699, *et seq.*

Unfair Competition Under Business and Professions Code § 17200, et seq.

Consequently, Defendants' conduct has been and continues to be unfair, unlawful, and harmful to Aggrieved Employees and the general public in violation of Business & Professions Code § 17200 *et seq.*

Conclusion

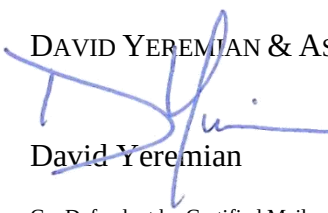
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respectfully request that the LWDA conduct an investigation into Defendants' employment practices in accordance with the Act.

Wherefore we request that you advise us, by certified mail within sixty (60) days of the postmark on this letter, whether you intend to proceed with these claims or whether Aggrieved Employees should include them as a Labor Code § 2698 claims under the Act in an Complaint.

Regards,

DAVID YEREMIAN & ASSOCIATES, INC.



David Yeremian

Cc: Defendant by Certified Mail