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October 10, 2024

VIA WEBSITE UPLOAD

State of California
Labor and Workforce Development Agency

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

Servicon Systems, Inc.
3695 Landmark Street
Culver City, California 90232

Re: *Vidal v. Servicon Systems, Inc.*

Dear Servicon Systems, Inc.:

This office represents Daniela Sanchez Vidal. We are informing you of our representation and ask that all further communication regarding this matter be directed to our attention at the address located on this letterhead, and that no contact be made directly with our client. This letter is sent pursuant to the provisions of California Labor Code, §§2699, *et seq.*

I. FACTS & NATURE OF THE DISPUTE

This is an employer-employee related dispute. Plaintiff is seeking relief for Defendant's violations of the California Business & Professions Code §§ 17200 *et seq.*, including full restitution and disgorgement of all compensation retained by Defendant as a result of their unlawful and unfair business practices, as well as injunctive relief.

This action is on behalf of Plaintiff to recover wages from Defendant due to Defendant's failure to pay minimum wages, provide meal/rest breaks (or pay the statutory compensation due), to issue accurate wage statements, to pay wages due on termination, to reimburse business expenses, provide a uniform maintenance allowance, to allow inspection of employment records and unfair competition.

Defendant has violated the law. These violations are set forth in Section II below. Plaintiff seeks compensatory, statutory, declaratory and injunctive relief to compensate her for wage theft and otherwise unlawful working conditions.

II. § 2699, ET SEQ., LABOR CODE VIOLATIONS

Our client has numerous legal claims against Servicon Systems, Inc. Further investigation and formal discovery will likely uncover other claims and additional facts supporting liability herein.

The details of our client's Labor Code, §2699, claims include, but are not limited to:

A. FAILURE TO PAY MINIMUM WAGES DUE

(Cal. Labor Code §§1194, 1194.2, 1997, 1197.1, 1198; IWC Wage Order No. 5)

Defendant failed to satisfy minimum wage requirements. As a result of Defendant not paying Plaintiff for interrupted meal/rest breaks, Plaintiff was paid less than minimum wage. This resulted in Defendant's failure to compensate Plaintiff properly for "all hours worked" and consequently underpaid Plaintiff for the actual hours Plaintiff and worked in violation of *Labor Code* §§ 1197, 1198 and IWC Wage Order No. 5.

B. FAILURE TO PROVIDE REST PERIODS

(Cal. Labor Code § 226.7; IWC Wage Order No. 5)

Defendants failed to provide uninterrupted rest periods as required by Labor Code § 226.7 and the Wage Order No. 5. Plaintiff routinely worked 8 or more hours per day.

By virtue of Defendant's unlawful failure to provide uninterrupted rest periods to the Plaintiff, Plaintiff has suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff, but which exceed the jurisdictional limits of the Court and which will be ascertained according to proof at trial.

C. FAILURE TO PROVIDE MEAL PERIODS

(Labor Code §226.7; IWC Wage Order No. 5)

Defendant intentionally and improperly failed to afford Plaintiff uninterrupted meal periods. Plaintiff did not receive premium pay for the failure to afford uninterrupted meal periods.

By virtue of Defendant's unlawful failure to provide compliant meal periods to the Plaintiff, Plaintiff has suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff, but which exceed the jurisdictional limits of the Court and which will be ascertained according to proof at trial.

**D. FAILURE TO MAINTAIN RECORDS AND PROVIDE ACCURATE
ITEMIZED WAGE STATEMENTS**

(Cal. Labor Code §226; IWC Wage Order No. 5)

Defendant intentionally and knowingly failed to provide Plaintiff with weekly itemized wage statements containing the wages earned by Plaintiff. Further, the payments owed to Plaintiff for minimum wages, failure to afford uninterrupted meal periods and rest periods, were not included in gross wages earned by Plaintiff.

Plaintiff was damaged by these failures because, among other things, the failures led her to believe that she was not entitled to minimum wage compensation and pay for meal/rest periods not provided, even though she was so entitled and these failures hindered them from determining the amounts of wages owed to her.

E. FAILURE TO PAY WAGES DUE UPON TERMINATION

(Cal. Labor Code §§201-203)

Plaintiff was wrongfully constructively terminated from Defendant's employ and Defendant willfully failed to pay Plaintiff wages due to her.

Plaintiff was not paid for all the wages she was owed when she ended her employment with Defendant on June 26, 2024. She is still owed minimum wages, premium pay for failure to afford meal/rest breaks and other wages.

F. FAILURE TO REIMBURSE BUSINESS EXPENSES

(Cal. Labor Code §2802)

Defendants were aware that Plaintiff was using her personal cell phone for business, but failed to indemnify Plaintiff for all her business-related expenses, in accordance with Labor Code §2802. Plaintiff is informed and believes and thereon alleges that at all relevant times, Defendant maintained a practice of not reimbursing Plaintiff for work-related expenses that she incurred in using her cell phone for work-related purposes.

Plaintiff suffered damages in an amount, subject to proof, to the extent she was not reimbursed for all of her business-related expenses incurred in the discharge of her duties. An employer may never impose a financial burden on employees, with respect to business-related expenses, which would reduce the employee's wage rate below the minimum wage.

G. FAILURE TO PROVIDE UNIFORM MAINTENANCE ALLOWANCE

(Cal. Labor Code §2802)

Defendant required Plaintiff to wear certain clothing as part of her uniform. However, Defendant does not pay or reimburse for the uniforms. Plaintiff paid for the clothing and shoes herself.

Plaintiff suffered damages in an amount, subject to proof, to the extent she was not reimbursed for her uniform expenses. An employer may never impose a financial burden on employees, with respect to purchasing uniforms, which would reduce the employees' wage rate below the minimum wage.

H. FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS
(Cal. Labor Code §1198.5)

On or about October 10, 2024, Plaintiff's counsel issued written request to you for copies of her personnel records. You have failed and refused to permit Plaintiff to have access to copies of her records.

As a result of your failure and refusal to permit Plaintiff to have full access to her records, Plaintiff will seek injunctive relief and recovery of statutory penalties.

I. UNFAIR COMPETITION
(Cal. Bus. & Prof. Code §§17200 et seq.)

Defendant, through the unfair and unlawful business practices as described herein, has obtained valuable property, money and services from the Plaintiff and have deprived her of valuable rights and benefits guaranteed by law all to the detriment of Plaintiff. All the acts described are violations of, among other things, the Labor Code and applicable Industrial Commission Wage Orders, are unlawful and in violation of public policy; and in addition are immoral, unethical, oppressive, and unscrupulous, and thereby constitute unfair and unlawful business practices in violation of Business & Professions Code §§ 17200 *et seq.*

Plaintiff is entitled to, and is, seeking such relief as may be necessary to restore to her the money and property which Defendant has acquired, or of which Plaintiff has been deprived by means of the above-described unfair and unlawful business practices.

J. ADDITIONAL PENALTIES
(Violations of Labor Code §§201-204, 210, 226, 226.8, 218.5, 226(a)(e), 226.7, 510, 512, 551, 552, 558, 1194, 1194.2, 1194.3, 1198, 2802 and 1198.5)

Plaintiff intends to seek all penalties for the violations described above. Moreover, Plaintiff also intends to recover the actual wages owed to employees under the Labor Code sections that authorize such recovery, including but not limited to Labor Code §558.

III. CONCLUSION

Please take notice this letter is intended to exhaust the pre-litigation requirements set forth under California Labor Code, §§2699, *et seq.* By law, an employee alleging a violation of one of

the above-referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of §2699, *et seq.*, by seeking redress in court. (Labor Code § 2699.3(a)(1).) The LWDA must then notify the employer and the employee within 33 calendar days regarding whether it intends to investigate the alleged violation. (Labor Code, §2699.3(a)(2)(B).) If the LWDA advises that it will not investigate, or if no notice is provided within 33 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code, §2699. (Labor Code, §2699.3(a)(2)(A).) It is the intention of this office to file a civil complaint and to bring the appropriate claims under Labor Code, §2699, should your office not address these matters within the proscribed time.

We write this letter subject to and without waiver of our client's rights and remedies, all of which we expressly reserve. This letter is not an express statement of all facts and circumstances concerning this matter.

Sincerely,

LIPELES LAW GROUP, APC

A handwritten signature in blue ink, appearing to read 'K. Lipeles', is positioned above the printed name.

Kevin A. Lipeles, Esq.