

February 11, 2021

Via On-Line Submission to:
California Labor and Workforce Development Agency
LWDA Case Number: *Unassigned*

re: **Lopez v. Randstad Inhouse Services, LLC, Fashion Nova, Inc., FN Logistics, Inc.**

Dear Sir or Madam:

This letter will serve as Notice, as required under the California Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*), on behalf of our client, Raul Lopez Villeda (“Plaintiff”) and the Aggrieved Employees he intends to represent (specifically, all non-exempt employees of co-employers Randstad Inhouse Services, LLC, Fashion Nova, Inc., FN Logistics, Inc. (“Defendants”) in Santa Fe Springs, California at any time after February 11, 2020, aka the “Claims Period”). The facts and theories underpinning this dispute include, but are not necessarily limited to, the following:

Plaintiff Raul Lopez Villeda was employed in the capacity of forklift operator for Defendants in California during the Claims Period and, in that role, was non-exempt from California Wage Order provisions. Despite these facts, Mr. Lopez Villeda was denied overtime pay and the opportunity to take off-duty, uninterrupted meal and/or rest breaks and was, instead, required to remain on-duty and/or was routinely interrupted throughout/during his shifts. Plaintiff further alleges Defendants had a consistent policy which failed to provide statutorily compliant breaks owed to other non-exempt employees such that they also were mandated to remain on-call at all times. These violations arose from a lack of proper staffing of Defendants’ facility, improperly and/or haphazardly scheduling employees without regard for their meal or rest periods and/or the potential for other labor violations, insufficient communication regarding the timing and duration of those meal/rest breaks, including a failure to explain that breaks should be off-duty and uninterrupted. In his anticipated legal action, Plaintiff also intends to allege various derivative claims for penalties arising out of these same theories.

By these allegations, Plaintiff alleges that Defendants willfully violated, *inter alia*, California Labor Code §§ 200-204, 210, 218, 218.5, 218.6, 225.5, 226, 226.7, 226.8, 510, 512, 558, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800 and 2802 and §§ 11 and 12 of the relevant IWC Wage Order by failing to pay all wages due, by failing to provide Plaintiff and Aggrieved Employees with timely, full and uninterrupted meal and/or rest breaks due, by failing to issue accurate itemized wage statements, by failing to timely pay all wages upon termination, and by failing to reimburse expenses incurred.

Please contact me if you have any questions and/or concerns. By courtesy copy of this letter, the requisite filing fee has been sent to the Department of Industrial Relations' Accounting Unit.

Very truly yours,



SCOTT EDWARD COLE, ESQ.

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