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WRITERS EXT:
1009

June 2, 2025
CA3675

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

EDS SERVICE SOLUTIONS, LLC
Certified Mail #9589071052703176334365
CSC - LAWYERS INCORPORATING SERVICE
BECKY DE GEORGE
2710 GATEWAY OAKS DRIVE, Suite 150N
SACRAMENTO, CA 95833

RE: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California, and Violation of Applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by EDS Service Solutions, LLC in California, including any employees staffed with EDS Service Solutions, LLC by a third party, and classified as non-exempt employees during the time period of June 2, 2024 until a date as determined by the Court. Our offices represent Plaintiff Alyssa Brooks and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff was employed by Defendant in California from October of 2024 to February of 2025. Plaintiff worked for Defendant as a Shuttle Driver and was based out of the Consolidated Rent-A-Car facility near Los Angeles International Airport (“LAX”), located at 5251 W 98th Street, Los Angeles, CA 90045.

Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their missed meal and rest breaks, for all of their time spent working off the clock as described further below, and for businesses expenses incurred but not reimbursed.

Plaintiff was required to work off the clock as directed by Defendant which resulted in unpaid minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197 & 1198. For example, Plaintiff would often try to take her first rest break in her shuttle at

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the rent-a-car facility near LAX but many times, during her rest breaks, passengers would enter the shuttle and interrupt her to ask questions such as when the bus was leaving next. Plaintiff was not paid for the time she spent dealing with shuttle passengers during her rest breaks. Moreover, during her meal breaks, Plaintiff's supervisor, Vahik Asatourian, would sometimes call or text her about work-related issues, such as what works tasks he wanted her to complete after her meal break. Also, during non-working hours, Mr. Asatourian would contact Plaintiff on her cell phone regarding issues such as scheduling changes or inquiring about the behavior of other employees. As to scheduling changes, Plaintiff recalls receiving a work-related text message from Mr. Asatourian during her daughter's birthday celebration. Mr. Asatourian also contacted Plaintiff while off the clock to ask her whether she had observed any employees sleeping in the shuttle buses at the rent-a-car facility.

In addition, during the PAGA period Plaintiff and other Aggrieved Employees were often unable to take compliant meal breaks and rest breaks which is in violation of Cal. Labor Codes Sections 226.7 and 512. For example, in order to take her meal break Plaintiff had to report back to the Rent-A-Car center in order to clock out on an electronic tablet. On many occasions, however, her busy schedule, which included driving to and from LAX in notoriously busy Los Angeles traffic, did not allow her to get back to the Rent-A-Car facility before the 5th hour of her shift, resulting in a late meal period. This was especially true during the holiday season where the influx of passengers coming in and out of town was increased, such as Thanksgiving, Christmas and the New Year. In addition, from time to time Plaintiff was interrupted while taking her meal break by Mr. Asatourian who would call and/or text her regarding work issues, such as work tasks he wanted her to complete after she was done with her meal break, which resulted in additional unpaid off the clock work. With regard to rest breaks, Plaintiff often took a first rest break within the first 3 hours of her shift but almost never took a 2nd rest break during a typical 8 hour shift. Even when Plaintiff was able to take a rest break, they were often not compliant because they were interrupted by passengers as set forth above. Despite violating her rights as to meal breaks and rest breaks, Defendant did not pay Plaintiff a single meal break or rest break premium. Attached as **Exhibit #1** are true and correct copies of Plaintiff's wage statements from October 14, 2024 through December 1, 2024, showing **no** meal break premiums paid and **no** rest break premiums paid by Defendant in violation of Cal. Lab. Code Sections 226.7 & 512.

Pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages, including the meal and rest break penalties described above. Plaintiff further contends that Defendant failed to provide him and other Aggrieved Employees with accurate wage statements in violation of California Labor Code section 226(a). Plaintiff and the Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a) (2). The wage statements Defendant provided to Plaintiff and the Aggrieved employees failed to identify the correct number of hours worked. For example, Defendant failed to record the time Plaintiff and the Aggrieved Employees

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spent dealing with passengers during their rest breaks.

Plaintiff was also not reimbursed for business related expenses that she incurred as a result of her job duties for Defendant in violation of Cal. Lab. Code Section 2802. For example, while radios were installed in the shuttles, radios were used by drivers to communicate with other drivers regarding road closures and other traffic-related conditions. Plaintiff's supervisor, however, would call plaintiff directly on her cell phone regarding work-related issues such as whether she could train a new hire, whether she could switch a shift, or whether she had observed employees engaging in certain types of behavior as set forth above (eg. sleeping in shuttles). Plaintiff also was required to wear a white button down shirt, black slacks and a black jacket – all of which she paid for herself and washed herself on a regular basis without getting reimbursed by Defendant in violation of Cal. Lab. Code Section 2802.

Finally, as described in detail in this notice, Defendant failed to pay all wages and premiums owed to Plaintiff and Aggrieved Employees during their employment and also failed to timely pay those amounts due and earned to departing employees upon separation of employment, such as when Plaintiff's employment with Defendant ended in February of 2025, in violation of California Labor Code Sections 201-204. Defendant also failed to pay the waiting time penalties owed to Plaintiff and other Aggrieved Employees that stemmed from the non-payment of wages and premiums owed based on the allegations above. Said conduct, in addition to the foregoing, violates Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

This notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit will consist of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees.

If you have any questions of concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

/s/ Ricardo R. Ehmann

Ricardo R. Ehmann, Esq.

EXHIBIT 1

EDS Service Solutions LLC 200 Galleria Parkway SE Suite 1160 Atlanta, GA 30339 404-445-8255		Check Earnings Statement			
		567963			
		Pay Date	Start Period	End Period	
		10/25/2024	10/14/2024	10/20/2024	
Earnings					
Description	Rate	Hours	Amount	YTD Amounts	
CDL Bus Driver 1	\$26.00	40.00	\$1,040.00	\$1,040.00	
CDL Bus Driver 1 OT	\$39.00	1.22	\$47.58	\$47.58	

Brooks, Alyssa Jazmyne



EDS Service Solutions LLC 200 Galleria Parkway SE Suite 1160 Atlanta, GA 30339 404-445-8255		Check Earnings Statement			
		571375			
		Pay Date	Start Period	End Period	
		11/8/2024	10/28/2024	11/3/2024	
Earnings					
Description	Rate	Hours	Amount	YTD Amounts	
CDL Bus Driver 1	\$26.00	40.00	\$1,040.00	\$3,116.88	
CDL Bus Driver 1 OT	\$39.00	0.08	\$3.12	\$51.87	
Total:		40.08	\$1,043.12	\$3,168.75	
Payroll Deductions			Taxes		
Description	Amount	Year To Date	Code	Amount	Year To Date
			FEDERAL TAX	\$0.00	\$0.00
			SOCIAL SECURI	\$64.67	\$196.46
			MEDICARE TAX	\$15.13	\$45.95
			STATE TAX - C	\$14.00	\$42.87
			STATE TAX - S	\$11.47	\$34.85
Total:		\$0.00	\$0.00	Total:	\$105.27
					\$320.13
Payroll Benefits			Net Wage Amounts		
Description	Amount	Year To Date	Net wages/period		\$937.85
			Net wages YTD		\$2,848.62
Total:		\$0.00	\$0.00		
Direct Deposit Information			Miscellaneous		
Bank	Account	Amount	PTO Balance		0.00
			Paid Sick Leave Bal		4.03
			WFV ID#		
			SSN		
Total:					



EDS Service Solutions LLC 200 Galleria Parkway SE Suite 1160 Atlanta, GA 30339 404-445-8255			Check Earnings Statement		
			573351		
			Pay Date	Start Period	End Period
			11/15/2024	11/4/2024	11/10/2024
Earnings					
Description	Rate	Hours	Amount	YTD Amounts	
CDL Bus Driver 1	\$26.00	39.93	\$1,038.18	\$4,155.06	
CDL Bus Driver 1 OT	\$39.00	0.28	\$10.92	\$62.79	
		Total:	40.21	\$1,049.10	\$4,217.85
Payroll Deductions			Taxes		
Description	Amount	Year To Date	Code	Amount	Year To Date
			FEDERAL TAX	\$0.00	\$0.00
			SOCIAL SECURI	\$65.05	\$261.51
			MEDICARE TAX	\$15.21	\$61.16
			STATE TAX - C	\$14.13	\$57.00
			STATE TAX - S	\$11.54	\$46.39
Total:		\$0.00	\$0.00	Total:	\$105.93
Payroll Benefits			Net Wage Amounts		
Description	Amount	Year To Date	Net wages/period		\$943.17
			Net wages YTD		\$3,791.79
Total:		\$0.00	\$0.00		
Direct Deposit Information			Miscellaneous		
Bank	Account	Amount	PTO Balance		0.00
			Paid Sick Leave Bal		5.37
			WFV ID#		
			SSN		
Total:					

Brooks, Alyssa Jazmyne



EDS Service Solutions LLC 200 Galleria Parkway SE Suite 1160 Atlanta, GA 30339 404-445-8255		Direct Deposit Earnings Statement			
		DD0309351			
		Pay Date	Start Period	End Period	
		11/22/2024	11/11/2024	11/17/2024	
Earnings					
Description	Rate	Hours	Amount	YTD Amounts	
CDL Bus Driver 1	\$26.00	39.35	\$1,023.10	\$5,178.16	
CDL Bus Driver 1 OT	\$39.00	0.05	\$1.95	\$64.74	

Brooks, Alyssa Jazmyne



EDS Service Solutions LLC 200 Galleria Parkway SE Suite 1160 Atlanta, GA 30339 404-445-3255			Direct Deposit Earnings Statement		
			DD0311414		
			Pay Date	Start Period	End Period
			11/29/2024	11/18/2024	11/24/2024
Earnings					
Description	Rate	Hours	Amount	YTD Amounts	
CDL Bus Driver 1	\$26.00	27.68	\$719.68	\$5,897.84	
CDL Bus Driver 1 OT	\$0.00	0.00	\$0.00	\$64.74	

Brooks, Alyssa Jazmyne

EDS Service Solutions LLC 200 Galleria Parkway SE Suite 1160 Atlanta, GA 30339 404-445-8255			Direct Deposit Earnings Statement DD0313587		
			Pay Date	Start Period	End Period
			12/6/2024	11/25/2024	12/1/2024
Earnings					
Description	Rate	Hours	Amount	YTD Amounts	
CDL Bus Driver 1	\$26.00	31.87	\$828.62	\$6,726.46	
CDL Bus Driver 1 OT	\$39.00	0.05	\$1.95	\$66.69	
Total:			31.92	\$830.57	\$6,793.15
Payroll Deductions			Taxes		
Description	Amount	Year To Date	Code	Amount	Year To Date
			FED	\$0.00	\$0.00
			SS	\$51.50	\$421.18
			MED	\$12.04	\$98.50
			CA	\$9.33	\$86.82
			SDI-CA Disabi	\$9.14	\$74.73
Total:	\$0.00	\$0.00	Total:	\$82.01	\$681.23
Payroll Benefits			Net Wage Amounts		
Description	Amount	Year To Date			
			Net wages/period		\$748.56
			Net wages YTD		\$6,111.92
Total:	\$0.00	\$0.00			
Direct Deposit Information			Miscellaneous		
Bank	Account	Amount	PTO Balance 0.00		
		\$748.56	Paid Sick Leave Bal 8.67		
			WFV ID#		
			SSN		
Total:			\$748.56		

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